

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, CAPITOL HILL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Invitation to Bid**

Solicitation Number: **LK3011**  
Due Date: **08/20/02 at 2:00 P.M.**  
Date Sent: July 25, 2002

Goods and services to be purchased: **PROVIDE THE STATE WITH BUSES AND A MODIFIED VAN**

**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH**  
**DIVISION OF PURCHASING**  
**GENERAL SERVICES**

**Invitation to Bid**

**Solicitation Number: LK3011**

**Due Date: 08/20/02**

**Vendor Name:**

Item#	Qty	Unit	Description	Unit Price	Extension
001	26	EA.	PROVIDE THE STATE WITH BUSES, PER THE ATTACHED SPECIFICATIONS.	\$	\$
002	1	EA.	PROVIDE THE STATE WITH A MODIFIED VAN, PER ATTACHED SPECIFICATIONS.	\$	\$
<b>QUESTIONS ON SPECIFICATIONS CALL DEBRA BOULTON AT (801) 965-4070.</b> QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS CALL LEO KOOPMANS AT (801) 538-3707. RX: 810 36000000009					

**Ship To:** SALT LAKE CITY UT 84119

**FREIGHT CHARGES (if applicable)**

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)  Q Small package/Ground      Q LTL(Less than truck load)      Q Truckload      Q Air      Q Other (Please specify) NMFC Class # _____ NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must to be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made.

Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are

bound by this provision.

revision date: 2/14/2000

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)

## ATTACHMENT B: BID REQUIREMENTS

### Paratransit Buses

**1.0 INTRODUCTION AND GENERAL REQUIREMENTS** Utah's Department of Transportation (UDOT) is seeking bids for the purchase of twenty-six (26) Paratransit buses and one (1) Modified Van for Utah Federal Transit Administration (FTA) 5310 and 5311 Programs.

Vehicle recipients are Utah non-profit organizations. Recipients are responsible for at least 20% of vehicle purchase price. UDOT pays the remaining amount with FTA funds. Due to Federal requirements there will be a 60 day net payment after acceptance. (Also, acceptance means; acceptance is a condition of the post-delivery audit, UDOT reconciliation and subrecipients payment).

Application for title must list the recipient agency name and address in the "Owner" section and the "First Lien" must show UDOT, Program Development Division. Registration and licensing of these buses will be accomplished by UDOT Transit Team staff without exception. Exempt licensing is prohibited unless approved by either the UDOT Rural Public Transportation Manager or the Specialized Transportation Manager.

Due to federal requirements, vehicle payments cannot be authorized without properly executed certifications of compliance specific to "Buy America", "Pre-Delivery" and "Post-Delivery Audits", Federal Motor Vehicle Safety Standards (FMVSS), and applicable Altoona Testing. Vendors unable to meet these requirements are ineligible, thereby nullifying bids submitted by them.

Bids accepted must include quotation for all vehicles by qualifying vendors.

Along with the price quotation, the Bidders must identify any exception(s) to the specification. Exceptions will be reviewed and approved on an individual basis. If no exceptions are identified, then it is expected the buses will be in full compliance to the specifications outlined in this IFB..

IF A NEWLY MANUFACTURED WHEELCHAIR LIFT OR VEHICLE IS BID, THE STATE WILL DETERMINE THE ACCEPTABILITY AND THE STATE'S DECISION SHALL BE FINAL.

Bids submitted without any of the requested information may be rejected as non-responsive.

**NOTE: Bid shall include a priced option for the purchase of an undetermined number of buses to be exercised within a year from the date of the basic purchase order.**

Should you have questions pertaining to this IFB, telephone Leone Harwood, 801-964-4508 or Douglas Mears, 801-965-4150.

### **2.0 CERTIFICATION AND COMPLIANCE REQUIREMENTS**

Vehicle and all components to be American Made and assembled in America as defined by the Transportation Assistance Act of 1982, as amended, and shall comply with Federal Motor Vehicle Safety Standards (FMVSS) and applicable Utah Department of Transportation safety standards. Features provided specifically for persons with disability will comply with requirements of the Americans With Disabilities Act of 1990, as amended.

Contract award is dependent upon proof from the manufacturer(s) that the vehicle finished product (as described within this specification) will be constructed with American Made Materials (60% as a minimum) and assembly of this specified vehicle must take place in the United States of America (USA). Acceptable documentation of American Made is a listing of the specified vehicle components and sub-components, showing origin of manufacture and cost. The listing is considered complete when domestic cost of material with respect to the total cost of the finished ready-to-serve, as-per-specification vehicle equals 60 percent or more. Assembly location must also be designated. Complete (100%) assembly is restricted to the USA.

In addition, prior to contract award, the Bidder will supply a manufacturer(s) self-certification that the vehicle specified for construction within this document will comply with all applicable Federal Motor Vehicle Safety Standards (FMVSS) required by law.

In addition, the vehicle proposed must have been tested at the Altoona Test Facility located in Altoona, Pennsylvania, in accordance with the requirements of 49 CFR Part 665 - Bus Testing, for vehicle service category 4yr/100,000 miles. Bids must be accompanied by a copy of the most current test report respective of the vehicle bid proposal. Bids void of applicable test report copies or vehicles failure to pass testing, will be rejected

**Equally, applicable Altoona Test Facility results must accompany all vehicle bid proposals. Vehicles unable to pass the facility's test requirements should not be proposed.**

- 2.1 FTA Certifications (reference Attachment E) for Vehicle Procurement must be completed and signed (w/original signatures) and submitted in addition to the priced BID** in order for the bid to be considered responsive. Failure to properly complete and timely submit these certifications in addition to your priced Bid will render your bid disqualified. **NO EXCEPTIONS OR EXTENSIONS. WE MUST HAVE SIGNED ORIGINALS, No photo or fax copies will be accepted where original signatures are specified.**

- 2.2** The following certifications are required.

- 2.2.1** Buy America Certification
- 2.2.2** Pre-Award and Post Delivery Audits
- 2.2.3** Bus Testing Certification
- 2.2.4** FMVSS Certification
- 2.2.5** Lower-Tier FMVSS Certification
- 2.2.6** Lobbying certification
- 2.2.7** Certification on Experience

- 2.3** FTA Certifications in para 2.2.2 through 2.2.7 shall be required of the designated **bidder within 10 days** of receipt of IFB notification in order for the bid to be considered responsive.

- 2.4 CERTIFICATIONS IN PARA 2.2.1, 2.2.3, 2.2.4, AND 2.2.6 MUST REFLECT AN ORIGINAL SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF THE AUTOMOBILE DEALERSHIP AND/OR COMPANY. CERTIFICATIONS 2.2.5 AND 2.2.7 MUST REFLECT AN ORIGINAL SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF THE TRANSIT VEHICLE MANUFACTURER (VEHICLE MODIFIER) IF BIDDING ON A MODIFIED VEHICLE.**

- 2.5 BUY AMERICA CERTIFICATION (Certification #1)**

The Bidder agrees to comply with 49 U.S. C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. This requirement does not apply to lower tier subcontractors.

- 2.6 PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS (Certification #2)**

The Bidder agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Bidder shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirement: the contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Bidder shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Audit requires the Bidder to conduct a Buy America audit and attach a list of proposed components, sub-components and final assembly to Certification #2.

## **2.7 BUS TESTING CERTIFICATIONS (Certification #3)**

The Bidder [Manufacturer] agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

(1) A manufacturer of a new vehicle model or a vehicle produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of subject vehicle'(s).

(2) A manufacturer that submits a report per paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

(3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold shall have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

(4) If the manufacturer r that claims the vehicle is " grandfathered " (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

## **2.8 FMVSS CERTIFICATIONS (Certification #3)**

In accordance with 49 CFR Part 663.41, if a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the manufacturer must sign a self-certification #3( vehicle complies with relevant FMVSS). Vehicles purchased under this part not subject to the FMVSS issued by the National Highway Traffic Safety Administration in part 571 of this title, the manufacturer will furnish a copy of this certification. Modified Paratransit Vans, certification #4 (all modifications comply with FMVSS) must be signed by the Transit Vehicle Manufacturer . Vehicles claimed not subject to FMVSS, the vehicle manufacturer must furnish a copy of this certification.

## **2.9 CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES**

**Lower Tier Covered Transactions (Third Party Contracts over \$100,000) (Certification #4)**

**(1). By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**

(2). The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.

(3). The prospective lower tier participant shall provide immediate written notice to UDOT if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

(4). The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant", "persons," " lower tier covered transaction, " "principal, " "proposal," " and "voluntarily excluded, " as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive order 12549 [49 CFR Part 29]. You may contact UDOT) for assistance in obtaining a copy of those regulations.



(5). The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UDOT.

(6). The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transaction, " without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7). A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement Listing issued by U.S. General Service Administration.

(8). Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9). Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government and/or UDOT) may pursue available remedies including suspension and/or debarment.

## **2.10 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction (Certification #5)**

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2.11 CERTIFICATION OF RESTRICTION ON LOBBYING (Certification #6)**

Byrd Anti-Lobbying Amendment, 31 U.S. C. 1352, as amended by the Lobbying Disclosure Act of 1995, P. L. 104-65 [to be codified at 2 U. S. C. § 1601, et seq. <sup>a</sup> - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying. " Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## **2.12 CERTIFICATION ON EXPERIENCE (Certification #7)**

Transit Vehicle Manufacturers must certify that they have manufactured modified paratransit vans for at least four (4) years and will give references upon UDOT's request. If a newly manufactured wheelchair lift or vehicle is bid, the State will determine the acceptability and the State's decision shall be final.

## **3.0 BUSES REQUIREMENTS**

### **3.1 STANDARD PT21' (CHASSIS) PARATRANSIT BUSES**

The following are the names of the agencies in which the owner of the titled bus will be in. The Utah Department of Transportation/Program Development will be the first lien holder on all titled vehicles.

Vehicle numbers and agency names will coordinate with the specification number on floor plan.

**TITLE NAME****BUS NUMBER**

Kane County Senior Citizens Improvement Corporation  
56 West 450 North  
Kanab, Utah 84741

PT21'BUS 9.2S

Ephraim Senior Citizens  
85 West 100 North  
Ephraim, Utah 84627

PT21'BUS 9.0S

Cache Employment & Training Center  
275 West 400 South  
Logan, Utah 84321

PT21'BUS 1.7S

Salt Lake County Aging Services  
2001 South State, Suite #S1400  
Salt Lake City, Utah 84190

PT21'BUS 1.6S

Summit County  
P.O. Box 128  
Coalville, Utah 84017

PT21'BUS 1.5S

TURN Community Services  
850 South Main Street  
Salt Lake City, Utah 84110

PT21'BUS 1.3S

Emery County Nursing Home Inc.  
455 West Mill Road  
Ferron, Utah 84523

PT21'BUS 1.2S

Common Ground Outdoor Adventure  
290 North 400 East  
Logan, Utah 84321

PT21'BUS 0.6S

Duchesne County Senior Citizens  
50 East 200 South  
Roosevelt, Utah 84066

PT21'BUS 0.3S

Garfield County Senior Citizens  
100 East 120 South  
Escalante, Utah 84726  
5.0 Bus Specifications

PT21'BUS 0.0S

**3.2 STANDARD PT25' (CHASSIS) PARA TRANSIT BUSES**

The following are the names of the agencies in which the owner of the titled bus will be in. The Utah Department of Transportation/Program Development will be the first lien holder on all titled vehicles.

Vehicle numbers and agency names will coordinate with the specification number on floor plan.

**TITLE NAME****BUS NUMBER**

TURN Community Services  
P.O. Box 1287  
Salt Lake City, Utah 84110-1287

PT25'BUS 0.1S

Ute Indian Tribe  
P.O. Box 520  
Ft Duchesne, Utah 84026

PT25'BUS 1.8S

**3.3 MODIFIED 20' PARATRANSIT VAN**

The following are the names of the agency in which the owner of the titled van will be in. The Utah Department of Transportation/Program Development will be the first lien holder on all titled vehicles.

Vehicle number and agency name will coordinate with the specification number on floor plan.

**TITLE NAME**

**BUS NUMBER**

Salt Lake County Aging Services  
2001 South State, Suite #S1400  
Salt Lake City, UT 84150

PT20'VAN0.0S

**3.4 SPECIAL 21' PARATRANSIT BUSES**

The following are the names of the agencies in which the owner of the titled buses will be in. The Utah Department of Transportation/Program Development will be the first lien holder on all titled vehicles.

Vehicle numbers and agencies name will coordinate with the specification number on floor plan.

**TITLE NAME**

**BUS NUMBER**

Davis County Council On Aging  
50 East State Street  
P.O. Box 618  
Farmington, Utah 84025

PT21'BUS 9.6S

Beaver Area Health Care Foundation, Inc.  
65 North 400 East  
Beaver, Utah 84713

PT21'BUS 1.1S

Iron County Aging Council, Inc.  
68 South 100 East  
Parowan, Utah 84761

PT21'BUS 9.1 &  
PT 21'BUS 0.1S

Mission Health Services  
Owner - Zion Health Care Complex  
416 North State Street  
Hurricane, Utah 84737

PT21'BUS 1.4S

Uintah Care Center (Uintah County)  
510 South 500 West  
Vernal, Utah 84078

PT21'BUS 9.4S

United Cerebral Palsy  
3550 South 700 West  
Salt Lake City, Utah 84119

PT21'BUS 0.4S

Options For Independence  
1095 North Main Street  
Logan, Utah 84321

PT21'BUS 9.3S

United Way Community Services  
148 North 100 West  
P.O. Box 135  
Provo, Utah 84603

PT21'BUS 9.5S &  
PT21'BUS 0.2S

Active Re-Entry  
375 South Carbon Avenue  
Price, Utah 84501

PT21'BUS 1.0S

**3.5 SPECIAL 25' PARATRANSIT BUSES**

The following are the names of the agencies in which the owner of the titled buses will be in. The Utah Department of Transportation/Program Development will be the first lien holder on all titled vehicles.

Vehicle number and agency name will coordinate with the specification number on floor plan.

**TITLE NAME**

**BUS NUMBER**

Washington County Council On Aging  
197 East Tabernacle  
St George, Utah 84770

PT25'BUS 1.0S

Davis County Council On Aging  
50 East State Street  
P.O. Box 618  
Farmington, Utah 84025

PT25'BUS 9.0S &  
PT25'BUS 0.0S

**4.0 PARATRANSIT BUS SPECIFICATIONS**

**4.1 STANDARD 21' PARATRANSIT BUS SPECIFICATION**

SPECIFICATIONS FOR A PARATRANSIT BUS EQUIPPED WITH WHEELCHAIR LIFT, SPACE FOR ONE (1) WHEELCHAIR PASSENGER AND SEATING FOR EIGHT (8) AMBULATORY PASSENGERS. TO BE FIBERGLASS AND /OR STEEL CONSTRUCTION BODY ON 10,500 LB.(4763 Kilograms) G.V.W. CHASSIS.

**4.1.1 APPLICATION FOR STANDARD PT21' BUS**

This vehicle will operate on elevations not less than 4,200 feet (1,280 Meters) to not more than 10,000 feet (3048 Meters) above sea level. Temperature will vary from below zero (0) degrees Fahrenheit (-17.8 degrees Celsius) during winter to above 100 degrees Fahrenheit (37.8 degrees Celsius) in summer. Environmental conditions are harsh winters producing sustained periods of snow, ice, strong winds and heavily salted (repetitive) road surfaces. Summers are hot and dry with occasional periods of slight to heavy rain and hail, accompanied with thunder, lightning and driven by winds ranging from low velocity to 90+ MPH (145 Kph) gusts.

It is intended to purchase a vehicle capable of serving dependably in this environment, from a manufacturer known for its successful experience and production of the size and type vehicle specified and for the application intended.

**4.1.2 GENERAL SPECIFICATIONS FOR STANDARD PT21' BUS**

The bus is to be a new unit of current model. The equipment is to meet the following minimum specifications, but is not limited as to features furnished by the manufacturer. The equipment is to have all standard features unless otherwise stated in detail specifications below. The equipment is to be delivered assembled, serviced, tested and ready to operate. All fluids are to be at operating levels and unit to have a minimum of 10 gallons (37.85 liters) of fuel.

Vehicle and all components to be American Made and assembled in America as defined by the Transportation .

**4.1.3 DETAIL SPECIFICATIONS FOR STANDARD PT21' BUS**

- |                           |  |
|---------------------------|--|
| 4.1.3.1 Engine            | Gasoline engine, V-8 type, 7.5 liter displacement or, V-10 Type, 6.8 liter displacement, minimum, complete with all standard engine accessories. |
| 4.1.3.2 Electrical System | 12-volt heavy duty electrical system, including 130 amp alternator and dual batteries, 885 cca total.  |
| 4.1.3.3 Transmission      | Automatic transmission with heavy duty external oil cooler.  |
| 4.1.3.4 Front Axle        | 4,000 lb.(1814k) rating with dual action shock absorbers.  |
| 4.1.3.5 Rear Axle         | 7,400 lb.(3357k) rating, dual wheel, with dual action shock absorbers. Gear ratio to match power train, approximately 4.10:1.                    |

4.1.3.6 Brakes	Power brake system with disc brakes on front and drum brakes on rear or disk brakes on front and rear accepted as equivalent..
4.1.3.7 Wheelbase	138 inch,(3.51m) single wheel axle on front, and single dual wheel axle on rear.
4.1.3.8 Steering	Power steering with tilt wheel.
4.1.3.9 Tires	Seven LT steel-belted radial tires. Size 225/75R x15D all-season matched to manufacturer's GVWR and gear ratio requirements. Spare wheel and tire to be securely attached to vehicle underbody at rear. Standard wheel cover (hub cap) to be placed on each vehicle wheel, except spare.
4.1.3.10 Fuel Tank	Capacity 38-40 gallon (143.8-151.4 liter) single tank. Multiple tanks are unacceptable.
4.1.3.11 Cab and Accessories	Special Paratransit package including: Dual 2-speed wipers with delay mode and washers. Right and left outside mirrors. Right and left convex mirrors mounted in combination with outside transit mirrors. Interior safety glass mirror (transit type) to allow driver full view of passengers when seated in driver's seat. Driver's sun visor. Heater, defroster and air conditioner for cab area. Driver three point seat belt. Deluxe captain's driver's seat, four corner anchored to floor, cloth covered with coordinated color upholstery. Single pedestal seat type not acceptable. Rear window view lens (Fencel or equal). Attach to inside of rear window to allow driver maximum view immediately behind vehicle.
4.1.3.12 Controls	Driver's console to be located in front of driver and include: Heat and air conditioning controls for cab and body. Control for all interior lights. AM/FM Compact Disc (CD) system and controls. System to have 2 front and 2 rear speakers mounted overhead in corners. Factory installed cruise control. All standard engine and exterior light controls. Electric passenger door control.
4.1.3.13 Instruments	Fuel gauge; warning lights for engine temperature, oil pressure, brake system; speedometer, warning light and buzzer for open emergency exits.
4.1.3.14 Safety	Five lb. dry chemical fire extinguisher, 16 unit first aid kit, triangle warning reflectors in container (to meet FMVSS 125), biomedical kit, all to be mounted in driver overhead emergency stow enclosure.(Refer to attached floor plan.) Two webbing (safety belt) cutter; single hand grip type. Back-up alarm, dual turn signals and hazard warning flashers. Jack, Lug Wrench, and Jack Handle to be secured to stowage enclosure inside. Fully body length grab bars mounted on ceiling, left and right above isle passenger seating at convenient height for standing passenger grasp. Visual and audible alarm activated when wheelchair door is open and transmission is in gear other than park. Switch interlock wheelchair lift to disallow its operation when transmission is in any gear except <b>Park</b> .
4.1.3.15 Construction	Body shall be steel cage/fiberglass or steel construction and meet FMVSS 220 and 221 requirements as a minimum. Overall vehicle length not to exceed 22'0" (6.7 meters). Interior ceiling and walls shall be FRP, honeycomb construction or steel and fiberglass equal. Floor to be covered with R.C.A. Light Red/white speckle rubber mat. Steps ribbed and white nosed. All interior walking surfaces (including step wells and wheelchair securement area) to be slip resistant, in accordance with ADA Specifications. Body shall be insulated against weather and road noise.

- 4.1.3.16      Dimension      Inside height 75 inches (1.95m) minimum in center isle. Outside width 85 inches (2.21m).
- 4.1.3.17 Doors      Standard driver entrance door on left side. Electrically operated, bi-fold, walk-in passenger door at right front, not less than 32 x 75 inch (0.8X1.95m) minimum clear opening. Wheelchair entry double door, on right side rear between wheel well and rear side edge, shall be manually operated with automatic hold open rams and a handle key lock. Door opening shall be ADA approved with dimension of a minimum of 68 inch (1.77m) overhead clearance between lift platform at up position and top of the door. The width opening shall be 44 inch (1.14m) minimum. Wheelchair entry equipped with Ricon ADA specified S2000 or approved equal, electric wheelchair lift with 32 inch (0.8m) wide platform, 48.0 inch (1.25m) lift total height and two passenger handrails, parallel mounted at least 30 inches (0.78m), but not more than 38 inches (0.98m), above lift platform and capable of supporting 100 lbs. (45.4kg) each; and also equipped with user restraint between handrails. Lift capacity 800 lbs. (362.9kg) working and 1200 lbs. (544.3kg) static rating. (Note: lift to operate without engine running.)
- 4.1.3.18 Windows      Windows to be tinted, in accordance with U.S. D.O.T. standards. Stick on or spray on tinting material is not acceptable. Minimum 3 windows on right and 5 on left. To be transit type approximately 2 ft.(0.62m) x 3ft. (0.94m). There shall be three push out emergency exit windows located one on each side and in rear. Entry doors shall have windows. There shall be fixed windows behind right windshield post and in entry door bulkhead to give driver clear right hand vision. Roof to have Transpec or approved equal ventilator in rear, center roof mounted, to serve as ventilator and emergency exit.
- 4.1.3.19 Seating      To have one (1) forward facing wheelchair position equipped with four point tie down mobility aid and passenger restraint systems installed at each wheelchair position in accord with attached floor plan, and ADA specifications. Securement floor tracks are to be flush floor mounted. There shall be 3 two-position bench type forward facing seats at left side near mid-body, extending to rear wheelchair position. Two single position seats to be placed between wheelchair rear position and storage cabinet, right hand position. Angle grab bars (padded) required on seats top aisle sides. All passenger seating to be heavy duty red vinyl/cloth combination upholstery with seat belts. Seat belts retained such that when not in use, belts will not lay on floor or poised as to be hazardous or cause injury. Seats to have a minimum knee space of 10.5"(0.27m). Place double jump seat at wheelchair position and single jump seat at position adjacent to lift, complete with seat belts.
- SEE DRAWING (EXHIBIT 1) FOR SEATING ARRANGEMENT
- 4.1.3.20 Storage      To have 3 enclosed storage areas, two driver overhead and one floor mounted, with locking doors. Driver overhead to contain 5 lb.(2.3k) fire extinguisher, triangular flare kit 16 piece first aid kit and biomedical kit, all secured to enclosure deck. Floor mounted enclosure to extend from floor to height of 48 inches (1.22m) having interior with of 8 inches (20.32cm) and unit width from right bus wall, adjacent to stairwell, to stanchion. Cover storage areas with color-coordinated fabric to prevent contact injury. Storage doors and wheelchair lift door locks to be keyed same (one key fits all).
- SEE DRAWING (EXHIBIT 1)FOR LOCATION
- 4.1.3.21 Temperature      Passenger area to have at least 50,000 BTU hot water heater and 30,000 BTU air conditioner, minimum. Place acclimatized air outlets above rear seating in roof.
- 4.1.3.22 Miscel      Step well to be lighted. Step well to have grab rails, right and left. To have stanchions and modesty panels on left side of step well. To have light over each seat and dome light over both passenger entrances. Lift door entrance to have exterior lamp mounted center over and under entrance. All items of hardware in passenger compartment that could cause injury shall be covered with color-coordinated energy absorbing material. To have mud flaps on all wheel wells. Exit exhaust tailpipe at vehicle rear beyond outer periphery of vehicle body. Tailpipe not to be horizontally lower than vehicle body lowest point. Priority seating signage placed at front seating (2 position bench) immediately behind driver (nearest

position, left or right). Sign each wheelchair securement position, designating them as such. Signs must comply with ADA specification, e.g., color, size, location, etc.

- 4.1.3.23 Color Exterior to be white with light/dark red striping.  
Seat covering to be dark red. ABS Floor matting to be light red and white speckle. Corresponding heavy duty floor mat at driver position.

## 4.2 STANDARD 25' PARATRANSIT BUS SPECIFICATION

SPECIFICATIONS FOR A PARATRANSIT BUS EQUIPPED WITH WHEELCHAIR LIFT, SPACES FOR TWO (2) WHEELCHAIR PASSENGERS AND SEATING FOR 16 AMBULATORY PASSENGERS. TO BE FIBERGLASS AND/OR STEEL CONSTRUCTION BODY ON 14,050 LB. (6,373 KILOGRAMS) G.V.W. CHASSIS.

### 4.2.1 APPLICATION FOR STANDARD PT25' BUS

This vehicle will operate on elevations not less than 4,200 feet (1280 meters) to not more than 10,000 feet (3048 meters) above sea level. Temperature will vary from below zero (0) degrees Fahrenheit (-17.8 degrees Celsius) during winter to above 100 degrees Fahrenheit (37.8 degrees Celsius) in summer. Environmental conditions are harsh winters producing sustained periods of snow, ice, strong winds and heavily salted (repetitive) road surfaces. Summers are hot and dry with occasional periods of slight to heavy rain and hail, accompanied with thunder, lightning and driven by winds ranging from low velocity to 70+ MPH (145 kph) gusts.

It is intended to purchase a vehicle capable of serving dependably in this environment, from a manufacturer known for its successful experience and production of the size and type vehicle specified and for the application intended.

### 4.2.2 GENERAL SPECIFICATIONS FOR STANDARD PT25' BUS

The bus is to be a new unit of current model. The equipment is to meet the following minimum specifications, but is not limited as to features furnished by the manufacturer. The equipment is to have all standard features unless otherwise stated in detail specifications below. The equipment is to be delivered assembled, serviced, tested and ready to operate. All fluids are to be at operating levels and unit to have a minimum of 10 gallons (37.85 liters) of fuel.

### 4.2.3 DETAIL SPECIFICATIONS FOR STANDARD PT25' BUS

- |                           |  |
|---------------------------|--|
| 4.2.3.1 Engine            | Gasoline engine, V-8 type, 7.5 liter OR V-10 type , 6.8 liter displacement, minimum, complete with all standard engine accessories.                          |
| 4.2.3.2 Electrical System | 12-volt heavy duty electrical system, including 130 amp alternator and dual batteries, 885 CCA total.  |
| 4.2.3.3 Transmission      | Automatic transmission with heavy duty external oil cooler.  |
| 4.2.3.4 Front Axle        | 4,600 lb. (2087 kilograms) rating with dual action shock absorbers.  |
| 4.2.3.5 Rear Axle         | 9,450 lb. (4286 kilograms) rating with dual action shock absorbers. Gear ratio to match power train, approximately 4.10:1.                                   |
| 4.2.3.6 Brakes            | Power brake system with disc brakes on front and rear.   |
| 4.2.3.7 Wheelbase         | 176 inch (4.58m), single wheel axle on front, and dual wheel axle on rear.   |
| 4.2.3.8 Steering          | Power steering with tilt wheel.  |
| 4.2.3.9 Tires             | Six LT steel-belted radial tires, dual wheels on rear. Size matched to manufacturer's GVWR and gear ratio requirements. Spare wheel and tire to be excluded. |
| 4.2.3.10 Fuel Tank        | Capacity 55 gallon (208 liter) single tank. Multiple tanks are unacceptable.   |

4.2.3.11	Cab and Accessories	<p>Special Paratransit package including:</p> <p>Dual 2-speed wipers with delay mode and washers.</p> <p>Right and left outside rearview mirrors.</p> <p>Right and left convex mirrors mounted in combination with outside transit mirrors.</p> <p>Interior safety glass mirror (transit type) to allow driver full view of passengers when seated in driver's seat.</p> <p>Driver's sun visor.</p> <p>Heater, defroster and air conditioner for cab area.</p> <p>Driver three point seat belt.</p> <p>Deluxe captain's driver's seat, four corner anchored to floor, cloth covered.</p> <p>Single pedestal seat type not acceptable.</p> <p>Rear window view lens (Fencel or equal).</p> <p>Attach to inside of rear window to allow driver maximum view immediately behind vehicle.</p>
4.2.3.12	Controls mounted	<p>Driver's console to be located in front of driver and include:</p> <p>Heat and air conditioning controls for cab and body.</p> <p>Control for all interior lights.</p> <p>AM/FM compact disc (CD) system and controls. System to have 2 front and 2 rear speakers overhead in corners.</p> <p>Factory installed cruise control.</p> <p>All standard engine and exterior light controls.</p> <p>Electric passenger door control.</p>
4.2.3.13	Instruments	<p>Fuel gauge; warning lights for engine temperature, oil pressure, brake system; speedometer, warning light and buzzer for open emergency exits.</p>
4.2.3.14	Safety	<p>Five lb. (2.3k) dry chemical fire extinguisher, 16 unit first aid kit, triangle warning reflectors in container (to meet FMVSS 125), biomedical kit, all mounted in driver overhead emergency stow enclosure (Refer to attached floor plan).</p> <p>Two webbing (safety belt) cutter; single hand grip type.</p> <p>Back-up alarm, dual turn signals and hazard warning flashers. Jack, Lug Wrench, and Jack Handle to be secured to stowage enclosure inside.</p> <p>Fully body length grab bars mounted on ceiling, left and right above isle passenger seating at convenient height for standing passenger grasp.</p> <p>Visual and audible alarm activated when wheelchair door is open and transmission is in gear other than park.</p>
4.2.3.15	Body	
	Construction	<p>Body shall be fiberglass construction and meet FMVSS 220 and 221 requirements as a minimum.</p> <p>Interior ceiling and walls shall be FRP, honeycomb construction.</p> <p>Floor to be covered with R.C.A. light blue rubber mat. Steps ribbed and white nosed. All interior walking surfaces (including step wells and wheelchair securement area) to be slip resistant, in accordance with ADA Specifications. Body shall be insulated against weather and road noise.</p>
	Dimension	<p>Inside height 75 inches (1.95m) minimum in center isle. Outside width 96 inches (2.50m).</p>
	Doors	<p>Standard driver entrance door on left side. Electrically operated, bi-fold, walk-in passenger door at right front, 32 x 75 inches (0.80x1.95m) minimum clear opening. Wheelchair entry double door, on right side <b>rear between rear wheel and rear side edge</b>, shall be manually operated with automatic hold open rams and a handle key lock. Door opening shall be ADA approved with dimension of a minimum of 68 inches (1.77m) overhead clearance between lift platform and top of the door. The width opening shall be 44 inches (1.14m) minimum. Wheelchair entry equipped with ADA specified electric wheelchair lift with 32 inches (0.80m) wide platform, 48.0 inches (1.25m) lift total height and two passenger handrails, parallel mounted at least 30 inches (0.78m), but not more than 38 inches (0.98m), above lift platform and capable of supporting 100 lbs. (45.4k)</p>



each; and also equipped with user restraint between handrails. Lift capacity 800 lbs. (362.9k) working and 2400 lbs. (544.4k) static rating. (Note: lift to operate without engine running.)

**Windows** Windows to be tinted, in accordance with U.S. D.O.T. standards. Stick on or spray on tinting material is not acceptable. Minimum 4 windows on right and 6 on left. To be transit type approximately 2 ft. (0.62m) x 3 ft. (0.94m). There shall be three push out emergency exit windows located one on each side and one at rear. Entry doors shall have windows. There shall be fixed windows behind right windshield post and in entry door bulkhead to give driver clear right hand vision. Roof to have Transpec or approved equal ventilators, front and rear, center roof mounted, to serve as ventilators and emergency exits.

**Seating** To have 2 forward facing wheelchair positions equipped with ADA approved four point tie down mobility aid and passenger restraint systems, installed at each wheelchair position in accord with attached floor plan, and ADA specifications. Securement floor tracks are to be flush floor mounted. There shall be 8 bench type, two-passenger forward facing seats, two on each side of center isle, forward of the wheelchair positions side near mid-body, center isle, behind the wheelchair positions. All passenger seating to be heavy duty dark blue vinyl (sides and back and front) with **76 inch (2m) retractable** seat belts. **In addition, provide two (2) 20 inch (0.5m) seat belt extensions.** Aisle seats to have padded angle grab handles securely attached to seat back top, isle side. Seat belts retained such that when not in use, belts will not lay on floor or poised as to be hazardous or cause injury. Place jump seats at both wheel chair positions, complete with seat belts.

SEE DRAWING (EXHIBIT 2) FOR SEATING ARRANGEMENT

**Storage** To have 3 enclosed storage areas, two driver overhead and one floor mounted, with locking doors. Driver overhead to contain 5 lb. (2.3k) fire extinguisher, triangular flare kit, 16 piece first aid kit biomedical kit, all secured to enclosure deck. Interior floor enclosure to be anchored to floor behind driver and extend from floor to height of 48" (1.22m) with dimensions of 8"(20.32cm) interior with and from bus left outside wall to stanchion wide. Cover storage areas with color-coordinated fabric to prevent contact injury. Storage doors and wheelchair door to have same keyed locks.

SEE DRAWING (EXHIBIT 2) FOR LOCATION

**Temperature** Passenger area to have at least 50,000 BTU hot water heater and 50,000 BTU air conditioner, minimum. Place acclimatized air outlets above rear seating in roof.

**Miscellaneous** Step well to be lighted. Step well to have grab rails, right and left. To have stanchions and modesty panels on left side of step well. To have light over each seat and dome light over both passenger entrances. Lift door entrance to have exterior lamp mounted center over and under entrance. All items of hardware in passenger compartment that could cause injury shall be covered with color-coordinated energy absorbing material. To have mud flaps on all wheel wells. Exit exhaust tailpipe at vehicle rear beyond outer periphery of vehicle body. Priority seating signage placed at front seating (2 position bench) immediately behind driver (nearest position, left or right). Sign each wheelchair securement position, designating them as such. Signs must comply with ADA specification, e.g., color, size, location, etc.

**Color** Exterior to be white with light/dark blue striping. Seat covering to be dark blue. ABS Floor matting to be light blue and white. Corresponding heavy duty floor mat at driver position.

#### 4.3 MODIFIED 20' PARATRANSIT VAN SPECIFICATION

**SPECIFICATION FOR A ADA MODIFIED 15 PASSENGER RAISED ROOF VAN WITH WHEELCHAIR LIFT, FORWARD FACING SEATING FOR 11 AMBULATORY PASSENGERS (6 FIXED AND 5 CONVERTIBLE POSITIONS) AND ONE (1) WHEELCHAIR POSITION.**

#### 4.3.1 Application

This vehicle will operate on elevations not less than 4,200 feet (1,280 Meters) to not more than 10,000 feet (3048 Meters) above sea level. Temperature will vary from below zero (0) degrees Fahrenheit (-17.8 degrees Celsius) during winter to above 100 degrees Fahrenheit (37.8 degrees Celsius) in summer. Environmental conditions are harsh winters producing sustained periods of snow, ice, strong winds and heavily salted (repetitive) road surfaces. Summers are hot and dry with occasional periods of slight to heavy rain and hail, accompanied with thunder, lightning and driven by winds ranging from low velocity to 90+ MPH (145 Kph) gusts.

It is intended to purchase a vehicle capable of serving dependably in this environment, from a manufacturer known for its successful experience and production of the size and type vehicle specified and for the application intended.

#### 4.3.2 General Specifications

The van is to be a new unit of current model. The equipment is to meet the following minimum specifications, but is not limited as to features furnished by the manufacturer. The equipment is to have all standard features unless otherwise stated in detail specifications below. The equipment is to be delivered assembled, serviced, tested and ready to operate. All fluids are to be at operating levels and unit to have a minimum of 10 gallons (37.85 liters) of fuel.

#### 4.3.3 Detail Specifications

- |          |                     |  |
|----------|---------------------|--|
| 4.3.3.1  | Engine              | 5.9L MPI V-8 Gasoline Engine, Minimum, Complete with HD Engine Cooling System and all standard Engine Accessories  |
| 4.3.3.2  | Electrical System   | 12 Volt Heavy Duty Electrical System, Including 136 Amp Alternator and 750 CCA Maintenance Free Battery  |
| 4.3.3.3  | Transmission        | 4 Speed Automatic Transmission with Heavy Duty Aux. Transmission Oil Cooler  |
| 4.3.3.4  | Front Axle          | 4240 lb. Rating with Dual Action Shock Absorbers   |
| 4.3.3.5  | Rear Axle           | 6084 bl. Rating with Dual Action Shock Absorbers. Gear Ratio to match power train, approximately 4.10:1.   |
| 4.3.3.6  | GVWR                | 9200# (Minimum)  |
| 4.3.3.7  | Brakes              | Front Disc/Rear Drum Power Brakes Including Rear Anti-Lock Brake System  |
| 4.3.3.8  | Steering            | Power Rack & Pinion Steering with tilt column  |
| 4.3.3.9  | Tires/Wheels        | (5) LT245/75R16E All-Season Tires (w/full size spare tire), 16" X 6.5" Steel wheels with std wheel covers. Spare Tire to be mounted to vehicle under body rear.                            |
| 4.3.3.10 | Fuel Tank           | 35 Gallon Fuel Tank (Minimum)  |
| 4.3.3.11 | Other               | Chrome Front/Rear Bumpers<br>Halogen Headlamps<br>Heavy Duty Hydraulic Jack<br>Dual Black Manual Mirrors (6"x9")<br>Dual Black Manual Mirrors (6"x9")                                      |
| 4.3.3.12 | Cab and Accessories | Front Air Conditioning<br>Auxiliary Rear Air Conditioning w/AUX Heater<br>Fixed Rear Door Windows<br>Variable Intermittent Windshield Wipers<br>Day/Night Rearview Mirror<br>Cigar Lighter |

Door Sill Scuff Pads  
 Cloth Covered Sun Visors  
 Driver's Seat High Back Cloth Bucket  
 Sun screen Glass (all windows behind driver)  
 Dual Electric Horn  
 Driver Passenger Air Bag  
 AM/FM Cassette Radio System w/6 Speakers Mounted Left and Right in Roof,  
 Two (2) Front, Two (2) Mid-Body, and Two (2) Rear.  
 Front Roof Storage Console Above Driver

4.3.3.13 Controls Driver's console to be located in front of driver and include: Heat and air conditioning controls for cab and body. Control for all interior lights. AM/FM cassette system and controls. Factory installed cruise control. All standard engine and exterior light controls.

4.3.3.14 Instruments Fuel gauge; warning lights for engine temperature, oil pressure, brake system; speedometer, warning light and warning buzzers for: Fasten Seat Belts, Key-in-Ignition and open emergency exits.

4.3.3.15 Exterior Color All painted exterior surfaces shall match the exterior paint color of the basic van - the exterior paint scheme is to be a solid color paint scheme in one of the van manufacturer's standard paint colors - the extended roof is to be white unless otherwise specified.

4.3.3.16 Interior Color The interior color shall be color-keyed to the van's exterior color and shall harmonize with the color of the roof liner and any side paneling or other covering. All interior side panels and doors shall be vinyl clad. All interior panels, materials and treatments shall be flame retardant and treated to be easily cleaned.

#### 4.3.3.17 Rust Proofing and Undercoating

The entire body/frame/understructure is to be rustproofed and fully undercoated with non-flammable high-quality material. The rust proofing material is to be applied in a continuous and uniform coating to all metal panels and splash pans underneath the vehicle for the protection against rust and corrosion. The rust proofing shall be applied inside the rocker panels, door posts, door panels, headlight wells, parking light wells, tail light wells, back-up light wells, dog legs, quarter panels, all body panels, and all enclosed areas except engine compartment.

4.3.3.18 Wiring All general-purpose wiring shall be copper. A wiring harness separate from the factory wiring harness shall be provided for all electrical items added during the conversion process. All wiring between major electrical components and terminations, except battery wiring, shall have double electrical insulation, shall be waterproof, and shall meet specification requirements of SAE Recommended Practice J1292 OCT81 and J1128 or latest revision and be Style SXL. All wiring shall be properly grouped, numbered, and/or color-coded over its full length. In addition, wiring shall be individually color-coded within a group or loom. Installation shall permit ease of replacement.

Grommets of elastomeric material shall be provided at points where wiring penetrates metal structure. Wiring supports shall be non-conductive. Precautions shall be taken to avoid damage from heat, water, solvents, or chaffing. Wiring length shall allow replacement of end terminals without pulling, stretching, or replacing the wire. Except for those on large wires, such as battery cables, terminals shall be crimped to the wiring and insulated. Terminals shall be full ring type or spade type and corrosion-resistant.

All fuses, circuit breakers, and relays added during the conversion process shall be placed in blocks, separate from the inside of the vehicle such that the driver can change fuses.

#### 4.3.3.19 Back-up Warning Device

Each vehicle shall be equipped with a back-up warning device that is readily and audible outside each vehicle when the transmission is in reverse. The warning device shall be mounted in the rear of each vehicle.

#### 4.3.3.20 Drive Shaft Guard

A drive shaft guard shall be supplied that completely encircles the drive shaft, and would prevent it from touching the ground in case of shaft failure (guards required front and rear).

#### 4.3.3.21 Lighting

Interior shall be illuminated in order to provide a minimum of 10 foot - candles of illumination measured at 36" above the floor out 36" from sidewall. Lighting fixtures shall be located no more than 8" below top of ceiling. Lights shall operate with or without engine running. Stepwell and lift area shall have lights that exhibit at least 2-foot candles of illumination measured on the step tread or unfolded lift platform. These vehicle entrances shall have outside illumination of at least 1-foot candle on street surface for a distance of 3 feet perpendicular to all points.

#### 4.3.3.21 Exterior Lighting

Exterior lighting shall meet all federal and state regulations.

#### 4.3.3.22 Raised Roof

The standard roof shall be removed and replaced with a fiberglass raised roof. The raised roof shall be completely joined and be an integral part of the basic chassis. The new top must be completely sealed with an anti-fungus sealant and offer a 75" minimum center aisle height. The roof shall contain a collapse-resistant steel rollover cage consisting of 1" x 1" tubular steel frame. The steel frame must consist of no less than five (5) horizontal stringers and three (3) longitudinal members. The raised roof shall be insulated to prevent heat loss in cold weather, and cool air in hot weather with a 1-1/2" fiberglass blanket. The interior of the roof shall be a smooth-finished one-piece seamless fiberglass liner, not less than 1/16" in thickness.

The roof conversion shall meet the Federal Motor Vehicle Safety Standard No. 220 (Part 571, Section 220-1, 41 Federal Register 3874, January 27, 1976). Certification of compliance with the requirements of FMVSS 220 of the vehicle roof shall be provided in writing, with the bid documents; prior to delivery of any vehicles.

#### 4.3.3.23 Sub-floor/Floor

Sub-flooring shall be a minimum 1/2" thick exterior grade A-C, waterproof, plywood securely fastened to the under structure. All edges, cutouts, notches, etc. shall be properly sealed after cutting to prevent moisture from entering between plies. The floor covering shall be wall-to-wall, hard fire resistant, slip resistant, transit quality vinyl securely bonded to the sub-floor with waterproof type adhesive. All joints shall be the butt-cut type and properly sealed. The floor and entranceway shall be 3/16" ribbed. Floor coloring shall be black with step edges marked in yellow or white.

#### 4.3.3.24 Front Entrance Door

The vehicle shall be equipped with a single front entrance door, located opposite the driver. This ambulatory passenger entry door shall consist of the OEM front hinged door, modified for manual operation from the driver's position. As modified, the door shall offer a clear center opening width of at least 22" and a full clear walk-in height of at least 74". The door shall be a minimum of 17" wide at the top. The upper door extension and horizontal members shall be constructed of 11 gauge steel with vertical members constructed of 16 gauge steel. All components are to be of welded construction.

#### 4.3.3.25 Lowered Stepwell

The front entrance door shall have a lowered Stepwell (minimum of 2 steps below floor level) constructed of corrosion resistant 11 gauge steel. The ground to the first step shall not be less than 8" and no higher than 11". There shall be a maximum 9" rise in the steps. Step tread depth shall be a minimum of 9" and each step shall offer a clear walk-in width of 17". These steps shall be fully recessed, enclosed, and protected from wind, rain. And weather. Each step shall be covered with a non-slip step covering (black) with either white or yellow step edging.

#### 4.3.3.26 Door Operator

The passenger/ambulatory entry door shall be operated by the driver through the use of a manually operated over-center door operator. The operation of the door shall be such that the driver can complete this operation from the driver's seat, while not interfering in the path of the boarding and departing ambulatory passengers.

The door opener stand shall be constructed of 1-1/2" tubing with machine turned corners. The stand shall be mounted around the engine cover and must not interfere with driver leg space. This stand should not be braced over the engine cover, where it might interfere with the removal of the cover. The door operator is not to depend on force of tension to keep it in an opened or closed position; the door opener shall lock itself in opened and closed positions. A catch or latch shall be provided for the opened and closed positions. Each part must be interchangeable and be replaceable without replacing the entire unit. The door and operator mechanism shall be equipped with an emergency release feature. This release shall disengage the manual door operator connection so that the door can be opened from the outside in emergency situations.

4.3.3.27 Stepwell Entrance Light

Stepwell light shall provide at least 2 foot-candles of illumination measured on the step tread and shall have outside illumination of at least 1 foot-candle on street surface for a distance of 3 feet perpendicular to all points.

4.3.3.28 Stanchions

Padded vertical stanchions, a minimum 1-1/4" in diameter, shall be provided at 3 locations in vehicle: at the driver’s seat, to the left of the ambulatory passenger entry door, and at the rear of the lift. The stanchions shall be mounted in both the floor and structural members of the raised roof. Padded horizontal stanchions shall be installed from the vertical stanchion to the sidewall of the van. A padded vinyl-covered modesty panel shall also be provided at each location (full length behind the lift).

4.3.3.29 Seating

The OEM supplied driver seat shall be the fully padded, contoured bucket type of heavy-duty construction. The seat shall be easily adjusted forward and backward without the use of tools. Passenger seating shall be fully padded construction with vinyl covering. The covering shall be of a heavy-duty transportation grade vinyl. Color of vinyl shall contrast to increase visibility for the visually impaired. Seating shall be fold-away seating.

Seat frame components shall be coated with a powder coating system capable of meeting the following test:		
Salt Spray	1000 HRS	ASTM D117
Humidity Resistance	1000 HRS	ASTM D2247
Impact Resistance	To 160 In-LBS	ASTM D2794

All tests are to be performed on 24 gauge Bonderite 1000 panels that are electrostatically sprayed at a coating thickness of 1.8 to 2.2 mils. Certified test documents are required. All seated positions shall be a minimum of 17.5 inches wide and 15.5 inches deep. The back of the seat shall be a minimum of 18 inches and a maximum of 22 inches high as measured from the top of the bottom seat cushion. At least 8 inches of knee room shall be provided from the edge of one seat to the back of the seat in front. Aisle between seats shall be maintained at a minimum of 11 inches. Seats shall offer individual spring suspension systems. Individual retractable seats belts are required for each seated position. The belts are to be mounted to the seat frame (floor mounted belts are not acceptable). Seats shall be secured in the vehicle via proprietary weld-in-place skeletal jig system. These anchorages shall meet “in van” FMVSS 210 testing.

The seats shall be configured as shown in Exhibit . This arrangement shall provide seating for 11 convertible passengers, or 9 ambulatory passengers and1 wheelchair passenger, excluding the driver.

4.3.3.30 Heating and Cooling

A front heater and defroster is to be supplied - the unit is to be factory supplied and shall have the maximum BTU rating available.

Rear heater - An auxiliary heater shall be provided for the comfort of the passengers. This heater shall be floor mounted and offer 34,000 Btu. This unit must be installed out of the way of any passenger traffic.

Rear air-conditioning - A ceiling mounted high-output cooling system with three-position speed control shall be installed for passenger comfort. The evaporator shall offer a minimum 26,000 Btu of cooling and shall work in conjunction with the OEM compressor and condenser.

#### 4.3.3.31 Lift Access Doors

The lift access doors shall provide a minimum of 60" head clearance and shall be at least 40" wide. These doors shall be securely attached to the vehicle and shall not leak water. When in the full open position, the doors shall be equipped with a device to prevent doors from closing when the lift is in motion. The extended portion of the door shall be constructed of 11 gauge steel. The extended door frame shall have vertical members constructed of 16 gauge steel and the horizontal members constructed of 11 gauge steel. All components are to be of welded construction.

#### 4.3.3.32 Wheelchair Stations/Tie-downs

The conversion shall be designed to accommodate up to four forward-facing wheelchair securement positions. Each wheelchair station shall provide adequate room for a standard size wheelchair. No obstructions shall hinder a wheelchair from being rolled into place. A minimum of one wheelchair station shall have a clear floor area of 30" width and 48" in depth. Not more than 6" of required clear floor space may be accommodated for footrests under another seat provided there is a minimum of 9" from the floor to the lowest part of the seat overhanging the space.

A four point track/belt tie-down system shall be provided at each wheelchair station to securely hold the wheelchair in a forward facing position. Securement systems and their attachments to the vehicles shall withstand a force in a forward longitudinal direction of 2,500 lbs. Per securement leg and a minimum of 5,000 lbs. For each mobility aid. Movement of an occupied wheelchair or mobility aid shall be no more than 2 inches in any direction.

Each system shall include the following components; four separate belts and two lengths of track (track may be shared with the position either fore or aft) with all necessary buckles, hardware fittings and other parts to make it a complete wheelchair securement system. Two of the belts shall have a ratchet type adjuster and the other two belts shall have a cam buckle type adjuster. The floor tracks shall be securely welded to the OEM floor.

During installation of the wheelchair securement system care shall be taken to avoid damage to any of the vehicle's components. Particular attention should be taken to avoid damage to the fuel tank(s) during and after installation of the floor tracks.

A three-point restraint system consisting of a lap and shoulder belt combination shall be provided for each wheelchair station. The shoulder belt shall be a minimum of 86" in length and lap belt shall be a minimum of 43" in length. Belt connection around wheelchair occupant shall be button release and comply with all federal and state motor vehicle safety standards and regulations.

The shoulder attachment point shall be secured in a structural member of the side wall. The lap belt shall be secured by inserting it into the floor track provided for the wheelchair securement system. The shoulder and lap belt shall connect at the buckle portion of the restraint. Restraints shall be designed and installed in such a manner that the restraint belts transfer crash forces to the hips and upper torso portions of the skeleton and shall not transfer these forces to the abdomen section, and shall comply with all federal and state motor vehicle safety standards and regulations.

Shoulder belts shall be retractable at the wall connection and shall not hang loose or interfere with movement in van when not in use. Restraint belts that are removable from floor and wall shall be stored in storage area as provided for in wheelchair securement system.

#### 4.3.3.33 Wheelchair Securement Location Decal

Each vehicle shall contain signs, which indicate the location for wheelchair securement. Every wheelchair location requires a securement location decal. Characters on this sign shall have a width-to-height ration between 3:5 and 1:1 and a stroke width-to-height ration between 1:5 and 1:10 with a minimum character height (using an upper case "X") of 5/8" with wide spacing. Spacing between

letters shall be 1/16". This letter shall contrast with the background either light-on-dark or dark-on-light.

#### 4.3.3.34 Priority Seat Sign

Each vehicle shall contain a sign, which indicates that seats in the front of the vehicle are priority seats for persons with disabilities. These seats shall be made available for those with disabilities who wish to use them. Characters on this sign shall have a width-to-height ration between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10 with a minimum character height (using an upper case "X") of 5/8" wide spacing. Spacing between letters shall be 1/16". This lettering shall contrast with the background either light-on-dark or dark-on-light.

#### 4.3.3.35 Lift

The wheelchair lift shall be of modular steel construction. The bolt-together frame design shall provide rigidity for proper lift alignment and lift operation. The lift shall have been tested to a minimum static load of 2400#. The lift shall have an 800# rated lifting capacity. The base plate shall be of a welded box design to provide flexural rigidity to minimize lift deflection when placed under load.

The power supply shall be a 12-volt electric hydraulic system operation two single-acting cylinders. The hydraulic power pack system shall be of modular design allowing for easy removal and field replacement, if needed. There shall be no power-down operation. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The operation and improved synchronous are movement. The pivot pins in the trunnion of the pivot arms shall be of stationary design. This design spreads the load over a 300% larger area than the rotating pivot pins, greatly increasing the wear characteristics and eliminating the elongation of the pivot pin holes.

The flow-controlled gravity-down shall be regulated by external pressure/temperature compensator valves, allowing for easy in-field replacement if needed. Internal cylinder-mounted pressure compensator valves are not permitted.

The switching system used to regulate platform movement shall be activated by a single arm-mounted cam lever. The switch box for lift operation shall be of a one-hand operation design made of durable ABS plastic. Color-coded rocker switches will be permanently stamped with the appropriate function legends.

A manual back-up system shall be provided to ensure operation of the lift in case of electrical failure. The back-up system shall provide a reliable means of manually raising and lowering the lift while occupied. The back-up system shall fold and unfold the platform. The back-up pump shall be integrated with hydraulic power pack system such that no hydraulic lines or fittings are required for fluidic transfer.

The platform shall be of steel construction and the surface shall be of see-through grating allowing for improved visibility and safer use in inclement weather. The platform shall have a wheelchair passageway of 33" and a length of 48". The side of the platform shall be a minimum of 4-1/4" high, measured at platform surface to assure lateral security of the wheelchair.

The platform shall be automatically folded and unfolded and fully automatic in operation. The platform shall permit both inboard and outboard facing of wheelchair and mobility aid users. No part of the entrance ramp to the platform shall exceed a slope of 1:8 as specified by ADA. The outer approach edge of the ramp commonly referred to by ADA as the threshold shall not exceed 1/2" in height and shall have a slope no greater than 1:2.

The roll stop shall be automatic in operation and a minimum of 8" high measured from the platform surface. The roll stop shall be power activated and not activated by complex mechanical linkage. The ARS must be activated in the full up position before there is any vertical movement of the outer end of the lift platform. The ARS must not deploy until the outer end of the platform touches the ground. Roll stops, which require vertical platform movement above the ground plane, are not acceptable. The roll stop shall meet or exceed all ADA requirements. The outer boundaries of the platform shall be clearly marked for proper placement of the wheelchair.

Dual handrails shall be provided to add security and convenience. These handrails shall be 1-1/4" minimum diameter, minimum 30" in height, minimum of 8" in length, and withstand a 100# force in any direction including vertical.

All lift components shall be finished with a baked-on powder coating, which will meet a salt spray test of 1000 hours, to provide corrosion resistance and a long service life.

4.3.3.36 Interlock (Lift) The lift controls shall be interlocked with the vehicle brakes, transmission, or door, or shall provide other appropriate mechanisms or systems to ensure that the vehicle cannot be moved when the lift is not stowed; thus, the lift cannot be deployed unless the interlock(s) or systems are engaged.

4.3.3.37 Lift Light An ADA compliant lift light shall be installed providing at least 2 foot-candles of illumination measured on the lift platform and offer outside illumination of at least 1 foot-candle on street surface for a distance of 3 feet perpendicular to all points.

#### 4.3.3.38 Safety Equipment

Fire extinguisher - A fire extinguisher of the dry chemical type with a minimum 5# capacity, shall be located in an easily accessible position to the driver, but remain out of the way of entering and exiting passengers.

First Aid Kit - A first aid kit (minimum 10 units) shall be furnished and accessibly located in the driver's area.

Reflector Kit - Three portable warning reflectors, mounted on stands shall be furnished and mounted in an accessible location.

## 4.4 SPECIAL PARATRANSIT BUS REQUIREMENTS

### 4.4.1 PT21' (CHASSIS) STANDARD BUS

NOTE: The following agencies have some additional options or changes to the standard specification. With the exception of the noted options the specifications are the same as the standard PT21' Bus.

#### 4.4.1.1 CHANGES FOR DAVIS COUNTY COUNCIL ON AGING

**BUS NUMBER** PT21'BUS 9.6S

#### **CHANGES FOR PT 21'BUS 9.6S**

Exterior Color: Exterior to be White only. Do not add strip.

Interior Color: Seat covering to be dark blue. ABS Floor matting to be light blue and white speckle.  
Corresponding heavy duty floor mat at driver position.

Cab and Accessories

Mechanical Suspension High Back, Knee Action Driver Seat, Four corner anchored to floor, covering to be dark blue Tuff Tex fabric type, Seat capable of one-hand height adjustment with four position lock positions, 4way adjustable lumbar support, 4" double locking FOR/AFT slide adjustment, 13" slide mounting, additional height risers (1 1/2", 3 1/4", and 4"), Complete with four point shoulder and lap type retractable seat belt and meet or exceed FMVSS and SAE Standards.

#### 4.4.1.2 CHANGES FOR BEAVER AREA HEALTH CARE FOUNDATION, INC.

**BUS NUMBER** PT21'BUS 1.1S

#### **CHANGES FOR PT21'BUS 1.1S**

Exterior Color: Exterior to be white with light/dark blue striping.



Interior Color:      Seat covering to be dark blue. ABS Floor matting to be light blue and white speckle.  
Corresponding heavy duty floor mat at driver position.

#### **4.4.1.3 CHANGES FOR IRON COUNTY AGING COUNCIL, INC.**

**BUS NUMBERS**   PT21'BUS 9.1& PT 21'BUS 0.1S

##### **CHANGES FOR PT21'BUS 9.1**

Exterior Color:      Exterior to be white with light/tan striping.

Interior Color:      Seating covering to be dark tan. ABS Floor matting to be light tan and white speckle.  
Corresponding heavy duty floor mat at driver position.

##### **CHANGES FOR PT21'BUS 0.1S**

Exterior Color:      Exterior to be white with light/tan striping.

Interior Color:      Seating covering to be dark tan. ABS Floor matting to be light tan and white speckle.  
Corresponding heavy duty floor mat at driver position.

Seating: To have one (1) forward facing wheelchair position equipped with four point tie down mobility aid and passenger restraint systems installed at each wheelchair position in accord with attached floor plan, and ADA specifications. Securement floor tracks are to be flush floor mounted. There shall be 2 two-position bench type forward facing seats at left side behind wheelchair position. One two-position foldaway seat positioned at left side adjacent to wheelchair position, complete with seat belts. (Double foldaway seats to fold less than 10" folded width, and measure 17 ½" X 35 ½" seat cushion, 21 ¾" back height cushion, 37 ½" " from floor to cushion top. Seat belts to be standard length ratchet recoil type and meet all FVMSS seat belt requirements.) (All measurement  $\pm$  ½") One two-position bench type forward facing seats at rear right side. One single-position seat to be placed in front of right rear bench type seats. Angle grab bars (padded) required on seats top aisle sides. All passenger seating to be heavy duty tan vinyl/cloth combination upholstery with seat belts. Seat belts retained such that when not in use, belts will not lay on floor or poised as to be hazardous or cause injury. Seats to have a minimum knee space of 10.5"(0.27m).

Door      Wheelchair entry double door, on right side front adjacent to walk-in door, shall be manually operated with automatic hold open rams and a handle key lock. Door opening shall be ADA approved with dimension of a minimum of 68 inch (1.77m) overhead clearance between lift platform at up position and top of the door. The width opening shall be 44 inch (1.14m) minimum. Wheelchair entry equipped with Ricon ADA specified S2000 or approved equal, electric wheelchair lift with 32 inch (0.8m) wide platform, 48.0 inch (1.25m) lift total height and two passenger handrails, parallel mounted at least 30 inches (0.78m), but not more than 38 inches (0.98m), above lift platform and capable of supporting 100 lbs. (45.4kg) each; and also equipped with user restraint between handrails. Lift capacity 800 lbs. (362.9kg) working and 1200 lbs. (544.3kg) static rating. (Note: lift to operate without engine running.)

#### **4.4.1.4 CHANGES FOR MISSION HEALTH SERVICES**

**BUS NUMBER**   PT21'BUS 1.4S

##### **CHANGES FOR PT21'BUS 1.4S**

Exterior Color:      Exterior to be White only. Do not Stripe.

Interior Color:      Seat covering to be light gray. ABS Floor matting to be gray and white speckle.  
Corresponding heavy duty floor mat at driver position.

Seating: To have two (2) forward facing wheelchair position equipped with four point tie down mobility aid and passenger restraint systems installed at each wheelchair position in accord with attached floor plan, and ADA specifications. Securement floor tracks are to be flush floor mounted. There shall be 3 two-position bench type forward facing seats at left side near mid-body, extending to rear wheelchair position. Two single position seats to be placed between wheelchair rear position and storage cabinet, right hand position.

#### **4.4.1.5 CHANGES FOR UINTAH CARE CENTER (UINTAH COUNTY)**

**BUS NUMBER** PT21'BUS 9.4S

##### **CHANGES FOR PT21'BUS 9.4S**

Seating: To have two (2) forward facing wheelchair position equipped with four point tie down mobility aid and passenger restraint systems installed at each wheelchair position in accord with attached floor plan, and ADA specifications. Securement floor tracks are to be flush floor mounted. There shall be 3 two-position bench type forward facing seats at left side near mid-body, extending to rear wheelchair position. Two single position seats to be placed between wheelchair rear position and storage cabinet, right hand position.

#### **4.4.1.6 CHANGES FOR UNITED CEREBRAL PALSY**

**BUS NUMBER** PT21'BUS 0.4S

##### **CHANGES FOR PT21'BUS 0.4S**

This paratransit raised floor bus equipped with wheelchair lift, spaces for four (4) wheelchair passengers and seating for two (2) ambulatory passengers.

Door Wheelchair entry double door, on right side front between double bench seat and adjacent to bi-fold, walk-in double door, shall be manually operated with automatic hold open rams and a handle key lock. Door opening shall be ADA approved with dimension of a minimum of 68 inch (1.77m) overhead clearance between lift platform at up position and top of the door. The width opening shall be 44 inch (1.14m) minimum. Wheelchair entry equipped with Ricon ADA specified S2000 or approved equal, electric wheelchair lift with 32 inch (0.8m) wide platform, 48.0 inch (1.25m) lift total height and two passenger handrails, parallel mounted at least 30 inches (0.78m), but not more than 38 inches (0.98m), above lift platform and capable of supporting 100 lbs. (45.4kg) each; and also equipped with user restraint between handrails. Lift capacity 800 lbs. (362.9kg) working and 1200 lbs. (544.3kg) static rating. (Note: lift to operate without engine running.)

Seating: To have four (4) forward facing wheelchair position equipped with four point tie down mobility aid and passenger restraint systems installed at each wheelchair position in accord with attached floor plan, and ADA specifications. Securement floor tracks are to be flush floor mounted on raised floor according to attached floor plan. There shall be one (1) two-position bench type forward facing seat at right mid-section, adjacent to wheelchair lift position, complete with seat belts. Two (2) two-position foldaway seats positioned at left side adjacent to driver position, complete with seat belts. Double foldaway seats to fold less than 10" folded width, and measure 17 ½" X 35 ½" seat cushion, 21 ¾" back height cushion, 37 ½" from floor to cushion top. Seat belts to be standard length ratchet recoil type and meet all FVMSS seat belt requirements. (All measurements ± ½").

Angle grab bars (padded) required on seats top aisle sides. All passenger seating to be heavy duty red vinyl/cloth combination upholstery with seat belts. Seat belts retained such that when not in use, belts will not lay on floor or poised as to be hazardous or cause injury. Seats to have a minimum knee space of 10.5"(0.27m). Place double jump seat adjacent rear wheelchair positions, complete with seat belts.

Storage: Floor mounted enclosure to extend from floor to height of 48 inches (1.22m) having interior width of 8 inches (20.32cm) and unit width from left bus wall, and adjacent to driver position.

#### **4.4.1.7 CHANGES FOR OPTIONS FOR INDEPENDENCE**

**BUS NUMBER** PT21'BUS 9.3S

##### **CHANGES FOR PT21'BUS 9.3S**

This paratransit raised floor bus equipped with wheelchair lift, spaces for four (4) wheelchair passengers and seating for two (2) ambulatory passengers.

- Door** Wheelchair entry double door, on right side front between double bench seat and adjacent to bi-fold, walk-in double door, shall be manually operated with automatic hold open rams and a handle key lock. Door opening shall be ADA approved with dimension of a minimum of 68 inch (1.77m) overhead clearance between lift platform at up position and top of the door. The width opening shall be 44 inch (1.14m) minimum. Wheelchair entry equipped with Ricon ADA specified S2000 or approved equal, electric wheelchair lift with 32 inch (0.8m) wide platform, 48.0 inch (1.25m) lift total height and two passenger handrails, parallel mounted at least 30 inches (0.78m), but not more than 38 inches (0.98m), above lift platform and capable of supporting 100 lbs. (45.4kg) each; and also equipped with user restraint between handrails. Lift capacity 800 lbs. (362.9kg) working and 1200 lbs. (544.3kg) static rating. (Note: lift to operate without engine running.)
- Seating:** To have four (4) forward facing wheelchair position equipped with four point tie down mobility aid and passenger restraint systems installed at each wheelchair position in accord with attached floor plan, and ADA specifications. Securement floor tracks are to be flush floor mounted on raised floor according to attached floor plan. There shall be one (1) two-position bench type forward facing seat at right mid-section, adjacent to wheelchair lift position, complete with seat belts. Two (2) two-position foldaway seats positioned at left side adjacent to driver position, complete with seat belts. Double foldaway seats to fold less than 10" folded width, and measure 17 1/2" X 35 1/2" seat cushion, 21 3/4" back height cushion, 37 1/2" from floor to cushion top. Seat belts to be standard length ratchet recoil type and meet all FVMSS seat belt requirements. (All measurements  $\pm$  1/2").
- Angle grab bars (padded) required on seats top aisle sides. All passenger seating to be heavy duty red vinyl/cloth combination upholstery with seat belts. Seat belts retained such that when not in use, belts will not lay on floor or poised as to be hazardous or cause injury. Seats to have a minimum knee space of 10.5"(0.27m). Place double jump seat adjacent rear wheelchair positions, complete with seat belts.
- Storage:** Floor mounted enclosure to extend from floor to height of 48 inches (1.22m) having interior width of 8 inches (20.32cm) and unit width from left bus wall, and adjacent to driver position.

#### **4.4.1.8 CHANGES FOR ACTIVE RE-ENTRY**

**BUS NUMBER** PT21'BUS 1.0S

##### **CHANGES FOR PT21'BUS 1.0S**

This paratransit raised floor bus equipped with wheelchair lift, spaces for three (3) wheelchair passengers and seating for ten (10) ambulatory passengers.

**Exterior Color:** Exterior to be white with light/dark blue striping.

**Interior Color:** Seat covering to be dark blue. ABS Floor matting to be light blue and white speckle.  
Corresponding heavy duty floor mat at driver position.

**Door** Wheelchair entry double door, on right side front between rear bench seat and adjacent to bi-fold, walk-in passenger door, shall be manually operated with automatic hold open rams and a handle key lock. Door opening shall be ADA approved with dimension of a minimum of 68 inch (1.77m) overhead clearance between lift platform at up position and top of the door. The width opening shall be 44 inch (1.14m) minimum. Wheelchair entry equipped with Ricon ADA specified S2000 or approved equal, electric wheelchair lift with 32 inch (0.8m) wide platform, 48.0 inch (1.25m) lift total height and two passenger handrails, parallel mounted at least 30 inches (0.78m), but not more than 38 inches (0.98m), above lift platform and capable of supporting 100 lbs. (45.4kg) each; and also equipped with user restraint

between handrails. Lift capacity 800 lbs. (362.9kg) working and 1200 lbs. (544.3kg) static rating. (Note: lift to operate without engine running.)

**Seating** To have three (3) forward facing wheelchair positions equipped with four point tie down mobility aid and passenger restraint systems installed at each wheelchair position in accord with attached floor plan, and ADA specifications. Securement floor tracks are to be flush floor mounted on raised floor according to attached floor plan. Three (3) two (2) two-position foldaway seats positioned at left side adjacent to driver position. (Double foldaway seats to fold less than 10" folded width, and measure 17 ½" X 35 ½" seat cushion, 21 ¾" back height cushion, 37 ½" from floor to cushion top. Seat belts to be standard length ratchet recoil type and meet all FVMSS seat belt requirements). (All measurements ± ½" ). Angle grab bars (padded) required on seats top aisle sides. All passenger seating to be heavy duty blue vinyl/cloth combination upholstery with seat belts. Seat belts retained such that when not in use, belts will not lay on floor or poised as to be hazardous or cause injury. Seats to have a minimum knee space of 10.5"(0.27m). Place two double jump seats at rear positions against back wall complete with seat belts.

#### **4.4.1.9 CHANGES FOR UNITED WAY COMMUNITY SERVICES**

**BUS NUMBERS** PT21'BUS 9.5S & PT21'BUS 0.2S

##### **CHANGES FOR PT21'BUS 9.5S**

This paratransit raised floor bus equipped with wheelchair lift, flush floor convertible track system to accommodate spaces for five (5) wheelchair passengers or seating for ten (10) ambulatory passengers.

**Exterior Color:** Exterior to be white with grey striping.

**Interior Color:** Seat covering to be Dark Grey Vinyl. ABS Floor matting to be dark grey and white speckle. Corresponding heavy duty floor mat at driver position.

**Door** Wheelchair entry double door, on right side adjacent to bifold walk-on passenger door, shall be manually operated with automatic hold open rams and handle key lock. Door opening shall be ADA approved with dimension of a minimum of 68 inch (1.77m) overhead clearance between lift platform at up position and top of the door. The width opening shall be 44 inch (1.14m) minimum. Wheelchair entry equipped with ADA specified electric wheelchair lift with 32 inch (0.8m) wide platform, 48.0 inch (1.25m) lift total height and two passenger handrails, parallel mounted at least 30 inches (0.78m), but not more than 38 inches (0.98m), above lift platform and capable of supporting 100 lbs. (45.4kg) each; and also equipped with user restraint between handrails. Lift capacity 800 lbs. (362.9kg) working and 1200 lbs. (544.3kg) static rating. (Note: lift to operate without engine running.) Install 26" X 48" Single rear mid-body door with upper safety glass and "Fencel" Lens. Door to open outward and have key lock outside handle only.

**Seating** To have 5 forward facing wheelchair positions (3 left and 2 right) complete with Tie Tech (four point roll bar included tie down) mobility aid and passenger restraint systems, installed at each wheelchair position in accord with attached floor plan, and ADA specifications. Securement floor tracks (4) are to be flush floor mounted on raised floor according to attached floor plan. There shall be 5 two-position bench type forward facing seats, 3 left and 2 right, complete with modified mountings to allow seats to mount in tracks floor securement system as per attached floor plan. Angle grab bars (padded) required on seats top aisle sides. All passenger seating to be heavy duty Dark Grey vinyl upholstery and companion retractable shoulder restraint passenger seat belts. Shoulder restraint anchor button placement (Ceiling for Positions 1,2 &4; Wall for Positions 3 & 5) as shown on attached placement drawing.

**SEE EXHIBIT 3 DRAWING FOR SEATING ARRANGEMENT,  
TRACKS PLACEMENT, DOOR'S LOCATION, SECUREMENT'S  
AND RESTRAINTS INSTALLATION AND RELATED  
COMPONENTS LOCATION'S.**

## **CHANGES FOR PT21'BUS 0.2S**

This paratransit raised floor bus equipped with wheelchair lift, flush floor convertible track system to accommodate spaces for five (5) wheelchair passengers or seating for ten (10) ambulatory passengers.

Exterior Color: Exterior to be white with grey striping.

Interior Color: Seat covering to be Dark Grey Vinyl. ABS Floor matting to be dark grey and white speckle. Corresponding heavy duty floor mat at driver position.

Door Wheelchair entry double door, on right side adjacent to bifold walk-on passenger door, shall be manually operated with automatic hold open rams and handle key lock. Door opening shall be ADA approved with dimension of a minimum of 68 inch (1.77m) overhead clearance between lift platform at up position and top of the door. The width opening shall be 44 inch (1.14m) minimum. Wheelchair entry equipped with ADA specified electric wheelchair lift with 32 inch (0.8m) wide platform, 48.0 inch (1.25m) lift total height and two passenger handrails, parallel mounted at least 30 inches (0.78m), but not more than 38 inches (0.98m), above lift platform and capable of supporting 100 lbs. (45.4kg) each; and also equipped with user restraint between handrails. Lift capacity 800 lbs. (362.9kg) working and 1200 lbs. (544.3kg) static rating. (Note: lift to operate without engine running.) Install 26" X 48" Single rear mid-body door with upper safety glass and "Fencel" Lens. Door to open outward and have key lock outside handle only.

Seating To have 5 forward facing wheelchair positions (3 left and 2 right) complete with Tie Tech (four point roll bar included tie down) mobility aid and passenger restraint systems, installed at each wheelchair position in accord with attached floor plan, and ADA specifications. Securement floor tracks (4) are to be flush floor mounted on raised floor according to attached floor plan. There shall be 5 two-position bench type forward facing seats, 3 left and 2 right, complete with modified mountings to allow seats to mount in tracks floor securement system as per attached floor plan. Angle grab bars (padded) required on seats top aisle sides. All passenger seating to be heavy duty Dark Grey vinyl upholstery and companion retractable shoulder restraint passenger seat belts. Shoulder restraint anchor button placement (Ceiling for Positions 1,2 &4; Wall for Positions 3 & 5) as shown on attached placement drawing.

SEE EXHIBIT 4 DRAWING FOR SEATING ARRANGEMENT, TRACKS PLACEMENT, DOOR'S LOCATION, SECUREMENT'S AND RESTRAINTS INSTALLATION AND RELATED COMPONENTS LOCATION'S.

### **4.4.2 PT25' (CHASSIS) STANDARD BUS**

The following agencies have some additional options or changes in the standard specification. With the exception of the noted options the specifications are the same as the standard PT25' Bus.

#### **4.4.2.1 CHANGES FOR WASHINGTON COUNTY COUNCIL ON AGING**

**BUS NUMBER** PT25'BUS 1.0S

## **CHANGES FOR PT25'BUS 1.0S**

Exterior Color: Exterior to be White only - Do not add striping.

Interior Color: Seat Covering to be dark red. ABS Floor matting to be light red and white. Corresponding heavy duty floor mat at driver position.

Application: This vehicle will operate on elevations not less than 2,000 feet (610 meters) to not more than 10,000 feet (3048 meters) above sea level. Temperature will vary from below zero (0) degrees Fahrenheit (-17.8 degrees Celsius) during winter to above 115 degrees Fahrenheit (43.40 degrees Celsius) in summer. Environmental conditions are harsh winters producing sustained periods of snow, ice, strong winds and heavily salted (repetitive) road surfaces. Summers are hot and dry with occasional periods of slight to heavy rain and hail, accompanied with thunder, lightning and driven by winds ranging from low velocity to 70+ MPH (145 kph) gusts.

#### 4.4.2.2 CHANGES FOR DAVIS COUNTY COUNCIL ON AGING

**BUS NUMBERS** PT25'BUS 9.0S & PT25'BUS 0.0S

##### **CHANGES FOR PT25'BUS 9.0S**

Exterior Color: Exterior to be White only - Do not add stripe.

Storage: Interior floor enclosure to be anchored to floor behind driver and extend from floor to ceiling with dimensions of 8"(20.32cm) interior width and from bus left outside wall to stanchion wide. (Shelf #1 at 23", #2 at 35", #3 at 44", #4 at 57" and #5 at 66").

##### **CHANGES FOR PT25'BUS 0.0S**

Exterior Color: Exterior to be White only - Do not add stripe.

Storage: Interior floor enclosure to be anchored to floor behind driver and extend from floor to ceiling with dimensions of 8"(20.32cm) interior width and from bus left outside wall to stanchion wide. (Shelf #1 at 23", #2 at 35", #3 at 44", #4 at 57" and #5 at 66").

**5.0 Warranty** Body shall have at least 75,000 mile (120,750k), five-year warranty. Chassis and power train shall have standard manufacturer warranty.

**6.0 Delivery** Delivery must include dealer's invoice, a copy of warranty and operators manual for each unit. Delivery must include MSO, application for title, odometer statement, safety inspection and emissions test for each unit, and vehicle listing of components and subcomponents showing individual cost and percentage made in America. Owner to be shown as applicable per Title Name referenced in section 3.0. First lien holder to be State of Utah D.O.T., Program Development, 4501 South Constitution Blvd., Salt Lake City, Utah 84119-5998. Contact Glenda Seelos, 801-965-4141, for information about registration.

Delivery is to be F.O.B.      Utah D.O.T., Central Shops  
4501 South 2700 West  
Salt Lake City, Utah 84119

**7.0 Acceptance** Within 10 working days after delivery, the vehicle will be inspected to ensure compliance with the specification and that all the required documents have been received and are correct. Once the vehicle and all the required documents have been accepted, the invoice(s) will be approved and processed for payment.

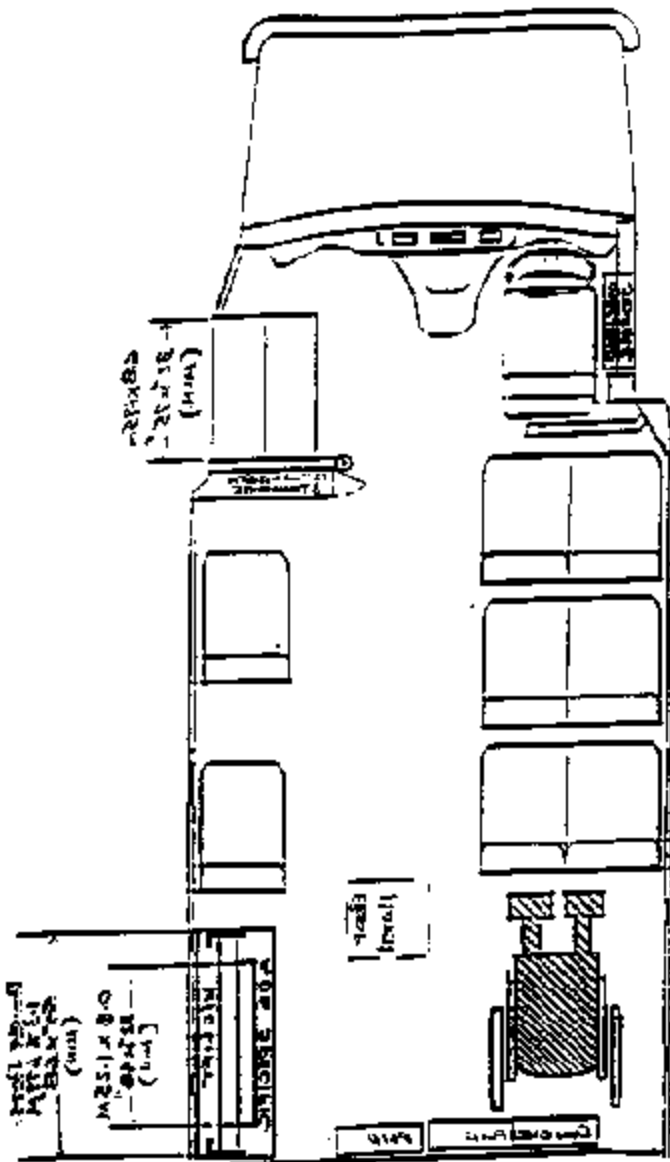
**8.0 Payments** Within 15 days from receipt of invoice, the State will remit a check to the Bidder for 80% of the amount of the vehicle. The remaining 20% will be remitted to the Bidder by the titled vehicle recipient no later than 60 days after vehicle acceptance.



SPECIFICATION ATTACHED

GROSS EARN. 10000

E.J.Y Section 2310



I accept the foregoing specification upon execution of the clauses as indicated on the attached

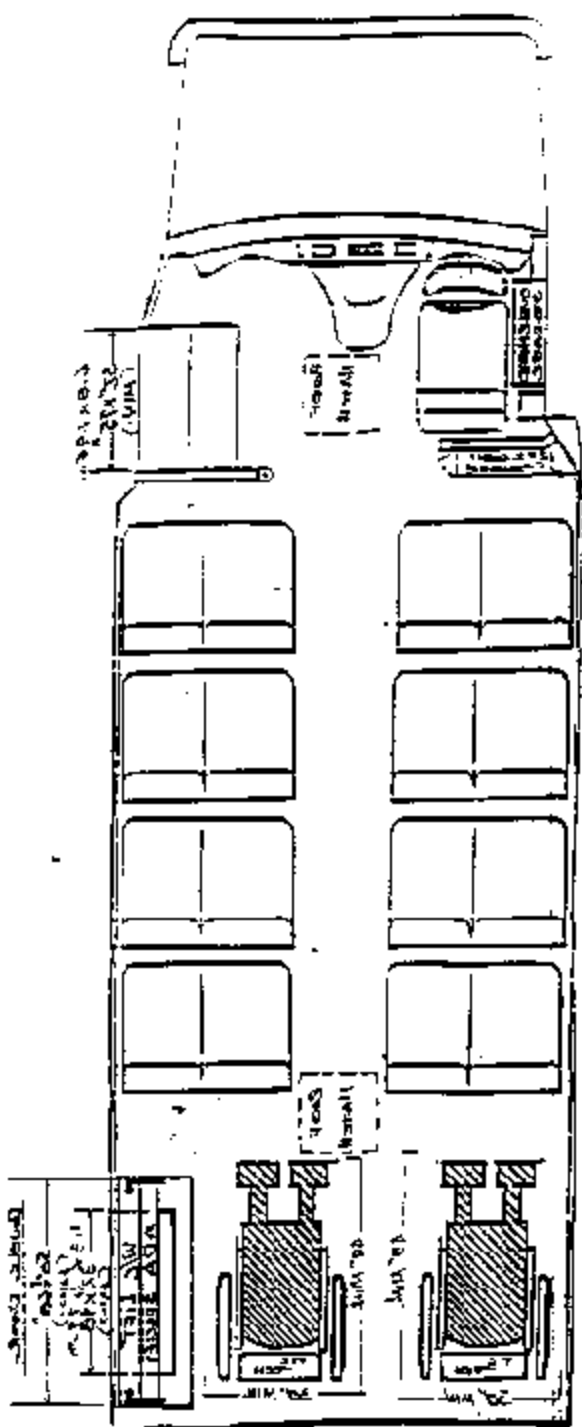
I accept the foregoing specification as described

Recipient's Review/Approval:

Specification PLSZ, BUS 012

Quant. PLSZ 5000

PLV Section 2310

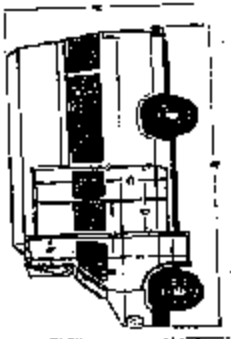
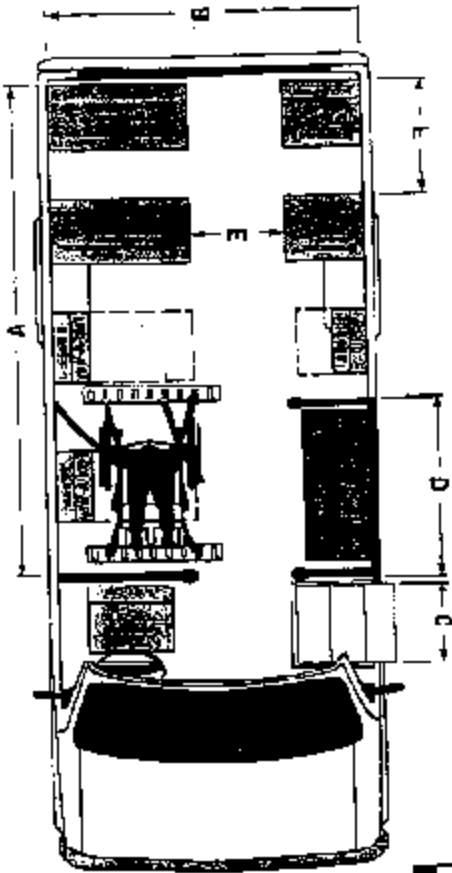




0003

ST. COLUMBIA, ALASKA SERVICES

02-12-05 MON 12:25 BY: 201 482 5825



Item	Description	Qty
1	Front door	1
2	Driver's seat	1
3	Steering wheel	1
4	Instrument panel	1
5	Engine compartment	1
6	Storage compartment	1
7	Exhaust system	1
8	Lighting system	1
9	Brake system	1
10	Wheel assembly	2

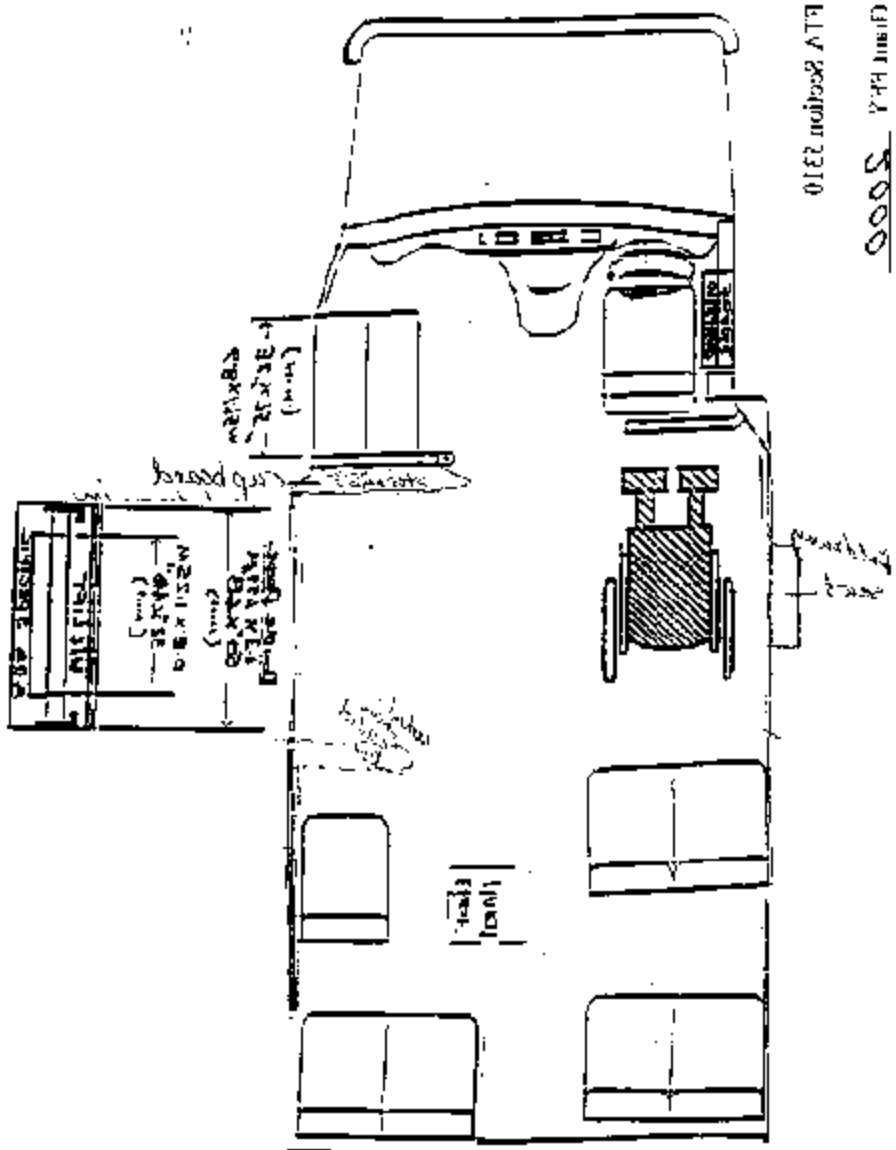
Item	Description	Qty
1	Front door	1
2	Driver's seat	1
3	Steering wheel	1
4	Instrument panel	1
5	Engine compartment	1
6	Storage compartment	1
7	Exhaust system	1
8	Lighting system	1
9	Brake system	1
10	Wheel assembly	2

1. The vehicle is a PT20'VAN 0.0S drawing.

2. The vehicle is a PT20'VAN 0.0S drawing.

3. The vehicle is a PT20'VAN 0.0S drawing.

2-11-05



LEV Section 2310

Quant PLY 5000

Specification LISTING 0.12

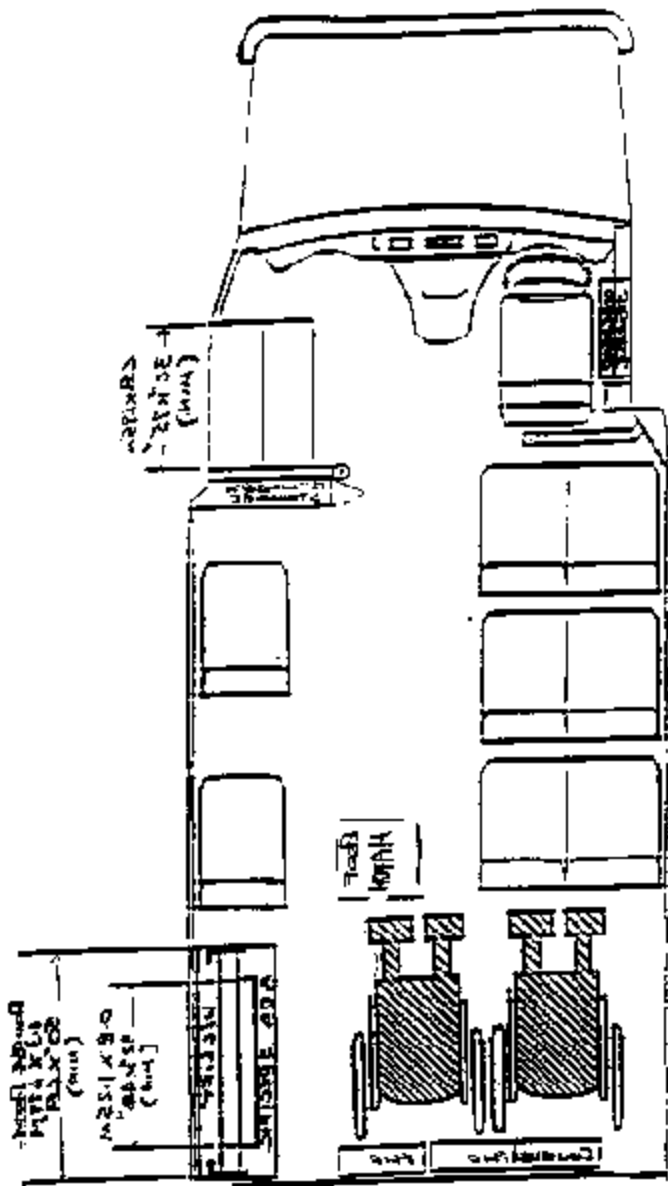
Resident Review/Voice/Issues:

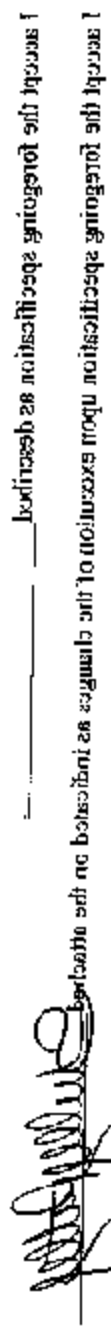
I need the following specification as described \_\_\_\_\_

I need the following specification as indicated on the attached \_\_\_\_\_

*[Handwritten signature]*

PLATE 2310

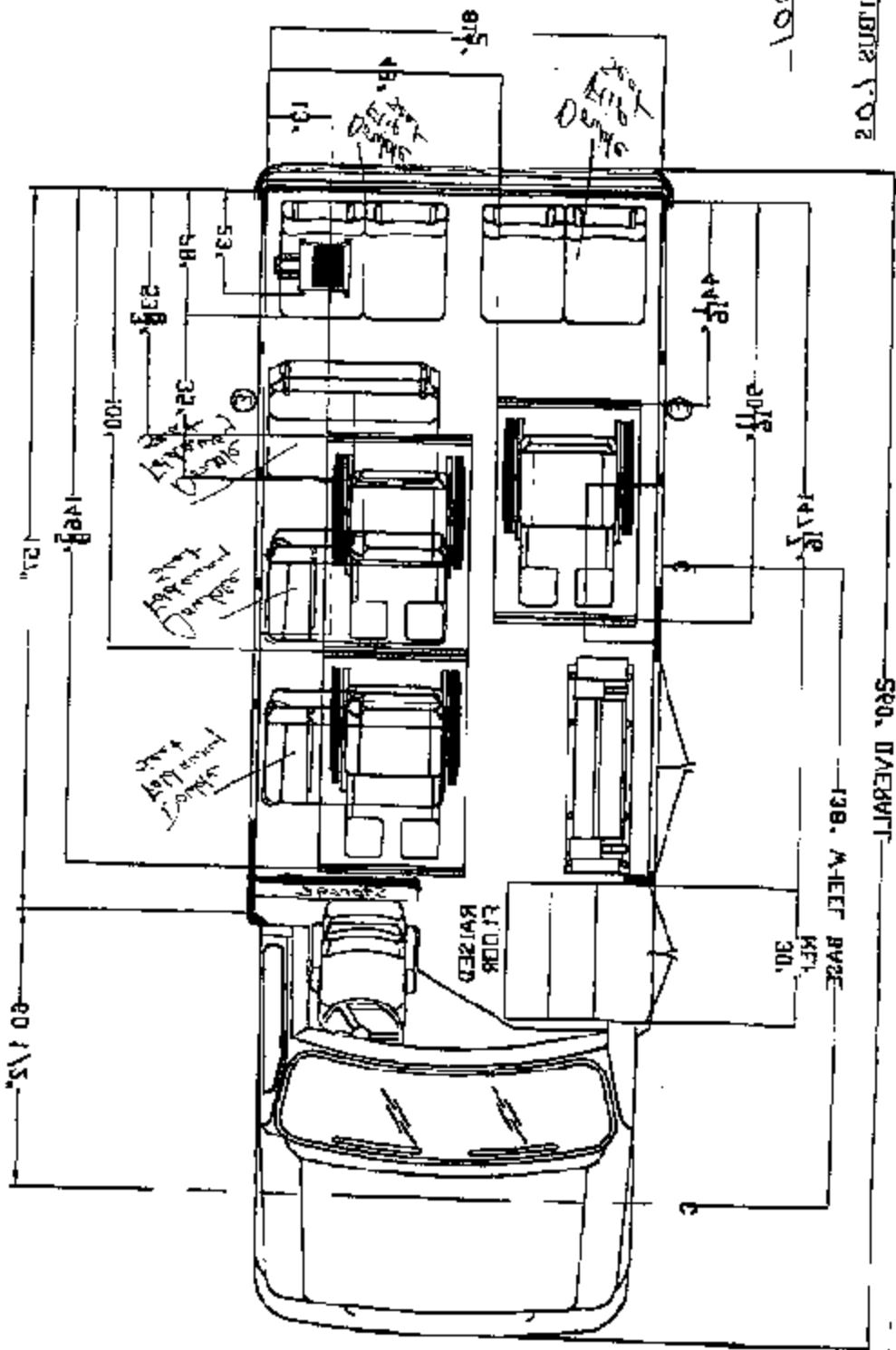




20.1 EIGHTY NOTATIONS?

CLEW EBY 3601

F.Ly 2410







## ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

### Paratransit Buses

#### 1. WARRANTY

The Bidder shall describe his/her policy and procedures on warranty(s) both on workmanship and material as applying to the equipment along with the method of adjustment. The Bidder shall assume responsibility and warranty for materials and accessories used in/on the vehicle(s), whether the same are made by the manufacturer or purchased from an outside source. Service shall be available within a 50 mile radius or reasonable location relative to the location of the user. Ability to provide warranty shall be a condition of award. If warranty service location is not clear, the State may ask Bidder for specific location(s). The State will be sole judge of determining contractor's ability to provide warranty service as described.

Should repair be required outside of the 50 mile radius, successful Bidder shall arrange for prompt service by his repairman at the convenience of the user. If this cannot be arranged, the successful bidder shall pay all expenses involved in transporting vehicle to a mutually agreed to repair facility for manufacturer authorized repair.

#### 2. CIVIL RIGHTS REQUIREMENTS

**The Bidder shall comply with the following requirements underlying this Bid:**

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending

Executive Order 11246 Relating to Equal Employment, (42 U.S.C. § 2000e note), and any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. §§ 5332, the Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Bidder agrees that it will comply with the Employment Provisions of the Americans with Disabilities Act, 29 CFR part 1630, pertaining to employment of persons with disabilities. Additionally, the Bidder agrees to comply with any implementing requirements FTA may issue.

(3) The Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.



### 3. ENERGY CONSERVATION

The Bidder shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. (Public Law 94-163).

### 4. CLEAN WATER REQUIREMENTS

(1) The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq. The Bidder agrees to report each violation to the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance by FTA.

### 5. FEDERAL CHANGE

The Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA 2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Bidder's failure to so comply shall constitute a material breach of this contract.

### 6. LABOR PROVISION

This Contract is subject to U.S. Department of Labor Regulations, "Labor Standards Provisions applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act, 29 C.F.R. Part 5:

#### A.. Non-construction Contracts

The requirements of the clauses contained in 29 C.F. R. § 5.5(b) or Sections (1) through (3) below are applicable to any Contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5. 1. The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rated of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, the U. S. DOT, or the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

1. Overtime Requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forth hours in such work week.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the requirements of 29 C.F.R. § 5.5(b)(1), the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. § 5.5(b)(1) in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week or forth hours without payment of the overtime wages required by 29 C.F.R. § 5.5(b)(1).

3. Withholding for Unpaid Wages and Liquidated Damages. FTA or UDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such

Contractor any other federal contract with the same prime Contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities or such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. § 5.5(b)(2).

**B. Non-construction Subcontracts**

The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in Section 11.A(1) through (3) and Section 11.13 and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in Section 11. A(1) through (3) and Section 11. B.

**7. TERMINATION FOR CONVENIENCE**

The UDOT may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to UDOT to be paid the Contractor. If the Contractor has any property in its possession belonging to the UDOT, the Contractor will account for the same, and dispose of it in the manner the UDOT directs.

**8. FEDERAL TRANSIT ADMINISTRATION BID PROTEST PROCEDURES**

Pursuant to FTA Circular 4220. 113, the Federal Transit Administration's review of bid protests will be limited to the alleged lack of written protest procedures or the alleged failure to follow such procedures. The procurement is subject to the procedures specified in the Utah Procurement Code.

**9. CLEAN AIR**

(1) The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act , as amended, 42 U.S. C. §§ 7401 et seq. The Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**10. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Purchaser and Bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract that contract) pertaining to any matter resulting from the underlying contract.

(2) The Bidder agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(1) The Bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, " 49 C.F. R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Bidder to the extent the Federal Government deems appropriate.

(2) The Bidder agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**11. DISPUTES**

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred to the UDOT'S PTT Director for determination, whose decision in the matter shall be final and conclusive on the parties hereto.

**12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220. 1 C, dated May 1, 1995, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**13. CARGO PREFERENCE REQUIREMENTS**

**Cargo Preference - Use of United States-Flag Vessels.** The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**14. ACCESS TO RECORDS**

**The following access to records requirements apply to this Contract:**

1. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

# ATTACHMENT D: BID PRICING

## Paratransit Buses and Van

Vendor Name: \_\_\_\_\_

Line Item #	Qty	Unit	Bus Description	Initial Purchase Unit Pricing	Extended Price	OPTION PURCHASE Unit Pricing
1	1	each	PT21'BUS 9.2S - Standard	\$	\$	\$
2	1	each	PT21'BUS 9.0S - Standard	\$	\$	\$
3	1	each	PT21'BUS 1.7S - Standard	\$	\$	\$
4	1	each	PT21'BUS 1.6S - Standard	\$	\$	\$
5	1	each	PT21'BUS 1.5S - Standard	\$	\$	\$
6	1	each	PT21'BUS 1.3S - Standard	\$	\$	\$
7	1	each	PT21'BUS 1.2S - Standard	\$	\$	\$
8	1	each	PT21'BUS 0.6S - Standard	\$	\$	\$
9	1	each	PT21'BUS 0.3S - Standard	\$	\$	\$
10	1	each	PT21'BUS 0.0S - Standard	\$	\$	\$
11	1	each	PT25'BUS 0.1S - Standard	\$	\$	\$
12	1	each	PT25'BUS 1.8S - Standard	\$	\$	\$
13	1	each	<b>PT20'VAN 0.0S</b> - Modified	\$	\$	\$
14	1	each	PT21'BUS 9.6S - Modified	\$	\$	\$
15	1	each	PT21'BUS 1.1S - Modified	\$	\$	\$
16	1	each	PT21'BUS 9.1S - Modified	\$	\$	\$
17	1	each	PT21'BUS 0.1S - Modified	\$	\$	\$
18	1	each	PT21'BUS 1.4S - Modified	\$	\$	\$

19	1	eac h	PT21'BUS 9.4S - Modified	\$	\$	\$
20	1	eac h	PT21'BUS 0.4S - Modified	\$	\$	\$
21	1	eac h	PT21'BUS 9.3S - Modified	\$	\$	\$
22	1	eac h	PT21'BUS 9.5S - Modified	\$	\$	\$
23	1	eac h	PT21'BUS 0.2S - Modified	\$	\$	\$
24	1	eac h	PT21'BUS 1.0S - Modified	\$	\$	\$
25	1	eac h	PT25'BUS 1.0S - Modified	\$	\$	\$
26	1	eac h	PT25'BUS 9.0S - Modified	\$	\$	\$
27	1	eac h	PT25'BUS 0.0S - Modified	\$	\$	\$

## ATTACHMENT E-1: BUY AMERICA CERTIFICATION

### CERTIFICATION #1

#### **BUY AMERICA CERTIFICATION OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

##### **Certificate of Compliance**

The bidder hereby certifies that it will comply with the requirements of 49 U.S. C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

**MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP / COMPANY**

Signature

Date

Title

Company Name

OR

### CERTIFICATION #1

#### **BUY AMERICA CERTIFICATION OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

##### **Certificate of Non-Compliance**

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S. C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

**MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP / COMPANY**

Signature

Date

Title

Company Name

## ATTACHMENT E-2: PRE-AWARD AND POST DELIVERY AUDITS CERTIFICATION

### CERTIFICATION #2

#### PRE-AWARD AND POST DELIVERY AUDITS

##### Certificate of Compliance

The bidder hereby certifies that it will do the following:

- 1) Comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663.
- 2) Comply (    ) or not comply (    ) with Buy America requirements. (Must check one)
- 3) Comply with all specified bus requirements detailed in this IFB.
- 4) Shall submit a manufacturer's FMVSS self certification sticker information that the vehicle complies with relevant FMVSS or a manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP / COMPANY**

Signature

Date

Title

Company Name

**NOTE: ATTACH TO THIS CERTIFICATION THE LIST OF COMPONENT AND SUB-COMPONENT PARTS OF THE ROLLING STOCK TO BE PURCHASED. ENSURE EACH PART IS IDENTIFIED BY: MANUFACTURER OF THE PARTS, THEIR COUNTRY OF ORIGIN AND COSTS; AND THE LOCATION OF THE FINAL ASSEMBLY POINT FOR THE ROLLING STOCK, INCLUDING A DESCRIPTION OF THE ACTIVITIES THAT WILL TAKE PLACE AT THE FINAL ASSEMBLY POINT AND THE COST OF FINAL ASSEMBLY.**

## ATTACHMENT E-3: BUS TESTING CERTIFICATION

### CERTIFICATION #3

#### **BUS TESTING CERTIFICATION**

##### **Certificate of Compliance**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. § 5323(c) and FTA's implementing regulations at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR part 29.

**MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP  
/COMPANY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_ Bus tested - Report A#

\_\_\_ Bus scheduled for testing and provide copy of final report when available

\_\_\_ Bus "grand-fathered" in

**NOTE: SEE PARA 2.7 FOR FURTHER EXPLANATION OF BUS TESTING REQUIREMENTS.**



## ATTACHMENT E-4: FMVSS CERTIFICATION

### CERTIFICATION #4

#### **FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION**

In accordance with 49 CFR Part 663.41, Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, the appropriate certificate as set forth below shall be completed and submitted by each bidder.

#### **Certificate of Compliance**

The bidder hereby certifies that the vehicle to be purchased complies with relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title.

**MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP /COMPANY**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Company Name

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**NOTE: IF THE VEHICLE BEING BID IS NOT SUBJECT TO THE FMVSS ISSUED BY THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION IN PART 571 OF THIS TITLE, THE BIDDER MUST FURNISH A COPY OF THIS CERTIFICATION.**

**ATTACHMENT E-5: LOWER-TIER FMVSS CERTIFICATION**

**CERTIFICATION #5**

**CERTIFICATE OF COMPLIANCE OF LOWER-TIER PARTICIPANT  
OF COMPLIANCE WITH FMVSS**

In accordance with 49 CFR Part 663.41, Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, the appropriate certificate as set forth below shall be completed and submitted by each bidder.

**Certificate of Compliance**

The Transit Vehicle Manufacturer hereby certifies that the vehicle to be purchased complies with relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title.

**MUST BE SIGNED BY TRANSIT VEHICLE MANUFACTURER  
(i.e. Modification Manufacturer)**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Company Name

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

Notary Seal

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**NOTE: IF THE VEHICLE BEING BID IS NOT SUBJECT TO THE FMVSS ISSUED BY THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION IN PART 571 OF THIS TITLE, THE BIDDER MUST FURNISH A COPY OF THIS CERTIFICATION.**

**CERTIFICATION #6**

**APPENDIX A, 49 CFR PART 20-CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**Certificate of Compliance**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to an person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LL, "Disclosure form to Report Lobbying, " in Restrictions on Lobbying, " 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P. L. 10465, to be codified at 2 U.S. C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S. C. § 1352(as amended by the Lobbying Disclosure act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10, 000 and not more than \$ 100, 000 for each such failure. [Note: Pursuant to 3 1 U. S. C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. in addition, the contractor understands and agrees that the provisions of 3 1 U. S. C. § 3 80 1, et seq., apply to this certification and disclosure, if any

**MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP /COMPANY**

\_\_\_\_\_.Signature of Contractor's Authorized  
Representative

\_\_\_\_\_.Name and Title of Contractor's Authorized  
Representative

\_\_\_\_\_.Date

**ATTACHMENT E-7: EXPERIENCE CERTIFICATION**

**CERTIFICATION #7**

**TRANSIT VEHICLE MANUFACTURER EXPERIENCE CERTIFICATION**

\_\_\_\_\_**(firm name)**, a Transit Vehicle  
Manufacturer (TVM), hereby certifies that it has manufactured paratransit vehicles of the type being bid for  
\_\_\_\_\_**years** and will give references upon request of the Utah Department of  
Transportation, Public Transportation Team.

**MUST BE SIGNED BY TRANSIT VEHICLE MANUFACTURER  
(i.e. Modification Manufacturer)**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Company Name